

VERIZON WIRELESS 1278-12 Hooper Ave Toms River, NJ 08753-3343 (732)914-2220

Order Location: 29148 01 #260209 Order Type: PS Receive Location: 29148 01 Register: 02 10/09/2009 12:12 ET dixoet1 - EPK79

MDN; (-)

Calling Plan: NATIONWIDE PREMIUM FAMILY SHARE PRIMARY -1400 \$130 S4988 1107

Effective Date: 10/09/2009

Contract End Date: 10/09/2011 Static IP Address:

Included Features:
CALLER ID
BUSY TRANSFER
3-WAY CALLING
CALL DELIVERY
CALL WAITING
NO ANSWER TRANSFER
CALL FORWARDING
FRIENDS & FAMILY - 10
MOBILE EMAIL - PREMIUM PLAN
V CAST VPAK \$0 FOR MB
NAVIGATOR FOR PREMIUM PLN
TXT MSG W PER MSG CHARGES
UNL NIGHT & WEEKEND MIN \$0
M2M NATIONAL UNLIMITED - \$0
BASIC VOICE MAIL - \$0
UNL TEXT MESSAGING
EXTENDED WARRANTY-\$0

Selected Features:
GENERAL IP ADDRESS - MB PLANS
NATIONALACCESS ROAM-MB
OTA SOFTWAREUPDATE-\$0.00
UNL PICTURE/VIDEO MSG
HTML INTERNET ACCESS
NEW EVERY TWO MULTI-TIERED - \$0

Insurance; DECLINE INSURANCE - \$0

The addition of certain newly-added features or optional services will be effective as of today, and not as of the effective date of your new calling plan.

Mtn: () Esn:

Items : WAR6002 1 YR. MFG. WARRANTY

Items received: PLAN/FEATURE BROCHURE WELCOME GUIDE Taxes & surcharges apply & may vary. Federal Universal Service Charge of 12.3% of interstate & int'l telecom charges (varies quarterly based on FCC rate) and a \$.07 Regulatory Charge and \$.92 Administrative Charge per line/month are our charges, not taxes.

** AGREEMENT **

I understand that if I am porting in my phone number from another service provider, I may owe that provider an early termination fee and other charges, and I understand that, during the porting process, the ability for me to receive calls, including return calls from 911 personnel, will not be available.

I AGREE TO THE CURRENT VERIZON WIRELESS CUSTOMER AGREEMENT (CA), INCLUDING THE CALLING PLAN, (WITH EXTENDED LIMITED WARRANTY/SERVICE CONTRACT, IF APPLICABLE), AND OTHER TERMS AND CONDITIONS FOR SERVICES AND SELECTED FEATURES I HAVE AGREED TO PURCHASE AS REFLECTED ON THE RECEIPT, AND WHICH HAVE BEEN PRESENTED TO ME BY THE SALES REP, AND WHICH I HAD THE OPPORTUNITY TO REVIEW I UNDERSTAND THAT I AM AGREEING TO AN EARLY TERMINATION FEE OF UP TO \$175, LIMITATIONS OF LIABILITY FOR SERVICE AND EQUIPMENT, SETTLEMENT OF DISPUTES BY ARBITRATION AND OTHER MEANS INSTEAD OF JURY TRIALS AND OTHER IMPORTANT TERMS IN THE CA.

Account Owner Signature:

Contract Acceptance Date: 10/09/2009

Thank You



.5

PHP\$2914801000260209

Estimated First Bill
VERIZON WIRELESS
1278-12 Hooper Ave
Toms River, NJ 08753-3343

(" ")

Mobile Number ()

Receipt Date/Time: 10/08/2009 12:50:24 Next Bill Cycle Date: 10/23/2009 Price Plan: NATIONWIDE BASIC FAMILY SHARE SECONDARY 70 0 \$9.99 \$4968 1107

Total Estimated First Bill Charges

Estimated Monthly Access Fee: \$14.99
Estimated Optional Services Access
Fees: \$23.99
Equipment, Surcharges and Other Charges
Credits includes Activation Fee: \$30.39
Estimated Taxes, Government Surcharge
and Fees: \$7.08
Estimated Total \$76.43

This is an estimate of your First Month's Bill. The actual billed amounts may vary, depending on your usage.

Calling Plan

Monthly Access: \$9.99
Monthly Anytime Minute Allowance:
Rate per Minute after Monthly Allowance:
GENERAL 0.45

Monthly Access Fee Information

PARTIAL MONTH Access
New Plan
(10/09/2009 - 10/23/2009) \$5.00
Monthly Access in Advance
New Plan
(10/24/2009 - 11/23/2009) \$9.99
Total Estimated Monthly Access Fee:\$14.99

Optional Services

PARTIAL MONTH Access Fee	
UNL INMSG/500 CAMERA \$10 (10/09/2009 - 10/23/2009) Monthly Access in Advance Fee	\$5.00
UNL INMSG/500 CAMERA \$10 (10/24/2009 - 11/23/2009) PARTIAL MONTH ACCESS FEE	\$10.00
TEC PHONES (10/09/2009 - 10/23/2009) Monthly Access in Advance Fee	\$3.00
TEC PHONES (10/24/2009 ~ 11/23/2009)	\$5.99
Total Estimated Optional Service	¢ 73 00

Promotional Information

Equipment Charges, Verizon Wireless Surcharges and Other Charges and Credits

Total Estimated Equipment charges \$0.00

Total Estimated Verizon Wireless

Surcharges
Federal Universal Service Charge: \$3.41

Administrative Charge: \$0.14

Administrative Charge: \$1.84

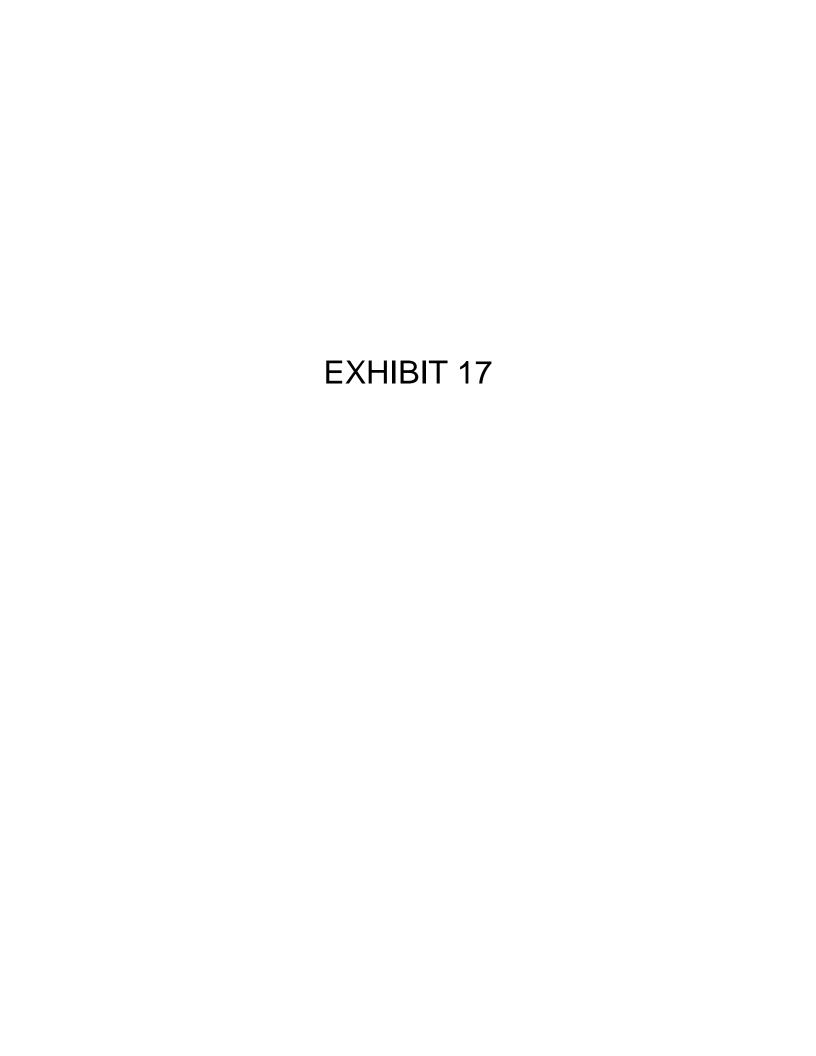
Total Estimated Other Charges and Credits includes Activation Fee: \$25.00

Total Estimated VZW Surcharges and Other Charges and Credits \$30.39

Total Estimated Taxes, Governmental Surcharges and Fees

Verizon Wireless Surcharges are Verizon Wireless charges, not taxes.

Total First Bill Estimate: \$76.43





********AUTO**MIXED AADC 085 004637 000000015 000000000 SAMMY SAMPLE 123 MAIN ST ANYWHERE, OH 12345-2743

October 21, 2008

Dear Sammy Sample,

Thank you for your continued loyalty to Verizon Wireless. This letter confirms your request to add wireless number (123) 456-7890 to your existing account on October 11, 2008. We have also listed the details concerning your wireless service below. For your records, enclosed is a notice about Customer Proprietary Network Information.

For additional details regarding your service, please refer to the back of this letter.

Sincerely Verizon Wireless

Wireless #: (123) 456-7890

Account #: 1111111111100001

Contract end date: 10/11/10

Below, for your review, is your current account information

Calling plan name

Nationwide Premium Plan

Calling plan details

Monthly access	\$79.99
Anytime Minutes	450
Home airtime rate after allowance	\$0.45 per minute
- Nights (9:01pm - 5:59am)	·
- Weekends (12:00am Sat - 11:59pm Sun)	
Domestic Wireless Long Distance	Included

Promotion Description*

Domestic Roam Rate.....

• 22% Access Discount

Start Date 10/11/2008

Included

- Your estimated taxes, governmental surcharges and fees on your 1st bill are: \$16.39
- Your estimated Verizon Wireless surcharges on your 1st bill are: \$6.78
 - Estimated taxes and surcharges may be for both the partial and full month period.
 - The Federal Universal Service, Regulatory and Administrative Charges are Verizon Wireless charges, not taxes.
 - Monthly Federal Universal Service Charge on interstate & international telecom charges (varies quarterly based on FCC rate): 11.4% per line
 - Monthly Regulatory Charge (subject to change from time to time): \$0.07 per line
 - Monthly Administrative Charge (subject to change from time to time): 85¢ per line
- Taxes and Verizon Wireless surcharges may add between 9% to 34% of your monthly bill.
- Activation fees: \$35.00 per line; except \$25.00 for secondary Family SharePlan lines with a 2-year agreement.

Important cancellation information

• If you decide to cancel your service prior to October 11, 2010, an early termination fee of up to \$175 will apply. For details, please review the "Your Rights To Change Or End Your Service; Termination Fees; Phone Number Portability" section of your Customer Agreement.

The My Verizon Advantage

As a My Verizon member you can use Backup Assistant[™] to keep a copy of your saved phone numbers on a secure website without a monthly fee so they're available if you lose or upgrade your phone.

That's a \$1.99 a month value, per line.

Visit My Verizon at verizonwireless.com for more details

*Additional billing information: The monthly access fee and allowance minutes shown above do not reflect any promotional credits, discounts or prorated fees/allowance minutes. Any applicable promotional details, charges or prorates of fees and allowance minutes will appear on your billing statement.

Note: Please retain this letter and the enclosed document for your records. This letter is for information only, and in case of error, your calling plan and Customer Agreement will govern.

NTC01I

Questions?

© 2008 Verizon Wireless

verizonwireless.com/care

*611

1-800-922-0204

004637

Verizon Wireless Communications

store near you from your wireless by phone 4 ways to get answers:

10/12/081234567890PIAE111111111

Included Features Right at your fingertips. Right now.

Unlimited Nights & Weekends

Night hours: (M-F): 9:01pm - 5:59 am

Weekend hours: 12:00 am Saturday through 11:59 pm Sunday

Unlimited Messaging^{1,2}

Send and receive Text, Picture & Video Messages to anyone on any network in the US.

International Text Messaging

20¢ per message received and 25¢ per message sent

Includes Unlimited Basic Video Clips, ESPN MVP & Unlimited Megabytes for V CAST Videos, V CAST Music, Mobile Web 2.0 & Get It Now.

Access email on your phone, and keep in touch while you're on the go! Works with many providers, including Yahoo!®, AOL, and Verizon.net

VZ Navigator³

Get spoken turn-by-turn directions right on your phone

Connect to a live operator and get automatic call completion for only \$1.49 per call, plus airtime

International Roaming/Calling

Make and receive calls in several popular international destinations. Visit verizonwireless.com/international for applicable long distance and roaming rates, and for places you can call direct and use your phone.

Calling Features¹

Enjoy Basic Voice Mail with Message Waiting Indicator, Caller ID, Call Waiting⁵. 3-Way Calling⁵, Call Forwarding⁶, and No Answer/Busy Transfer⁵

- Not available in some areas.
- Applies when sending and receiving (i) Text, Picture and Video Messages with Verizon Wireless and non-Verizon Wireless customers in the United States. (ii) Text, Picture and Video Messages sent via email; (iii) Instant Messages; (iv) Text Messages with customers of wireless carriers on participating networks in Canada, Mexico and Puerto Rico. Premium Messaging programs not included. Messaging is available from within the National Enhanced Services Rate and Coverage Area and is not available throughout the Nationwide Rate and Coverage Area.
- ³ Must be downloaded to your device via *Get It Now*. Additional terms and conditions, which you will be required to accept to download the applications will apply. If you do not download the applications, if your device is not compatible with any/all of the applications, or if you delete any of the applications from your device, your monthly access will not be reduced. If you change from a Nationwide Premium Calling Plan to another calling plan, you will be charged the monthly subscription fee for VZ Navigator and Mobile Email (if you downloaded the applications) until you cancel these subscriptions from your device.

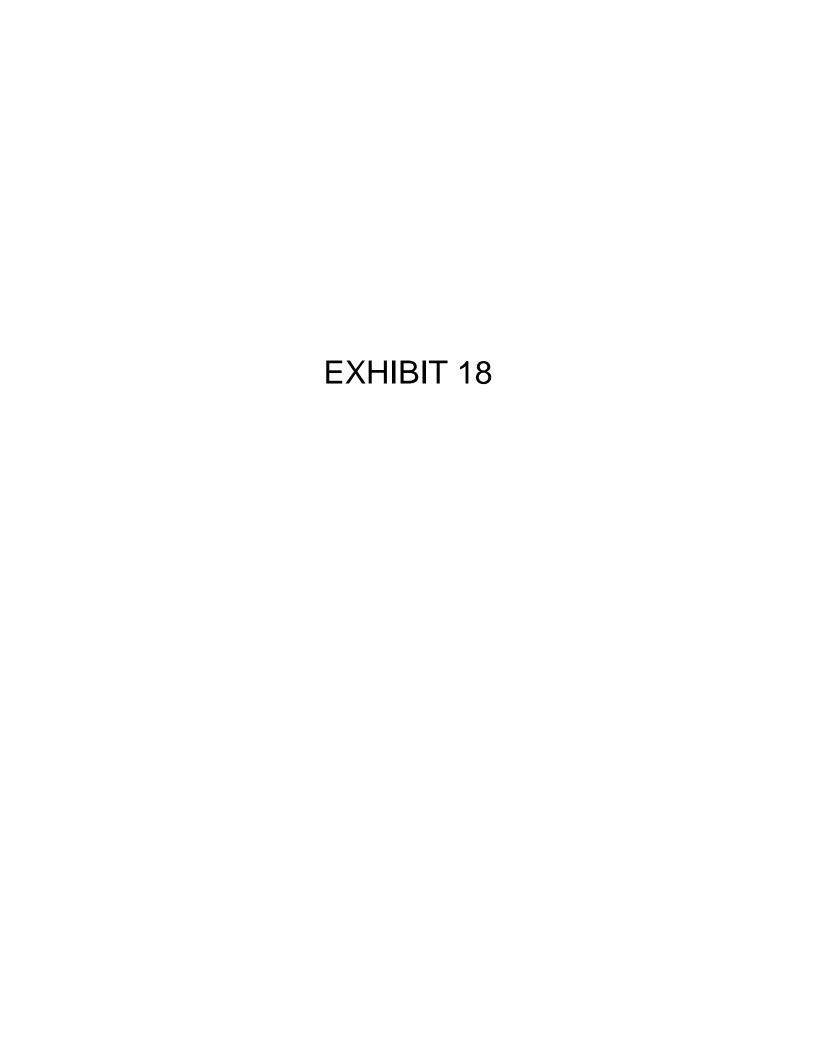
 Per-call charge and availability of credit for incorrect information for 411 Search may vary when your phone's happer displays "Extended network" or "Popming".
- banner displays "Extended network" or "Roaming."

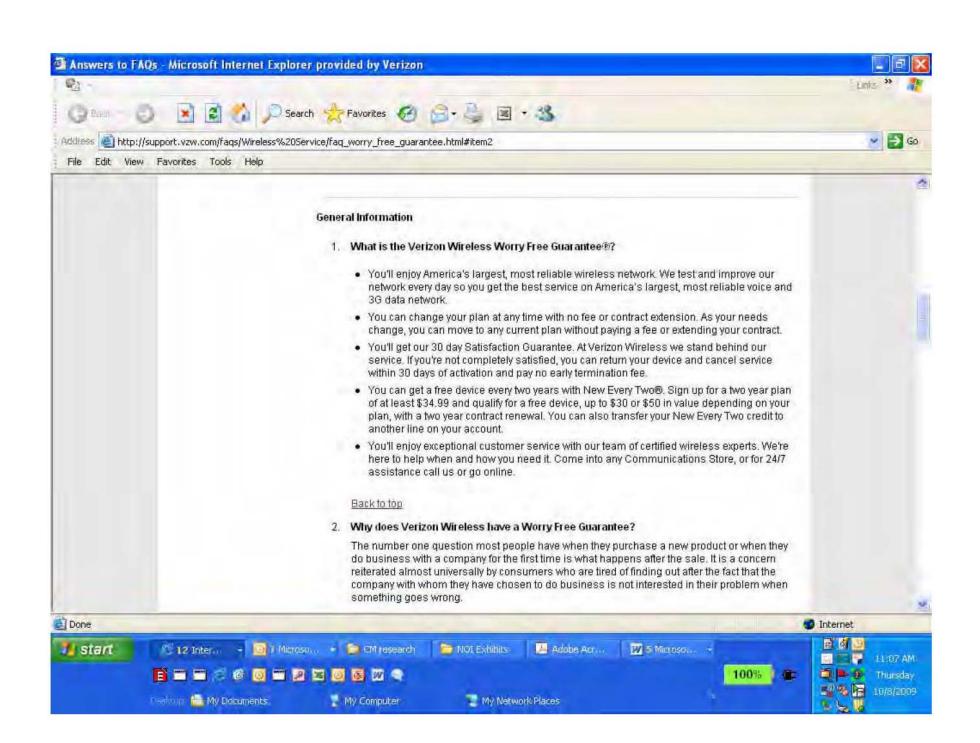
 Airtime applies to all simultaneous calls and to forwarded/transferred calls, even if you send the call to wireline telephones.

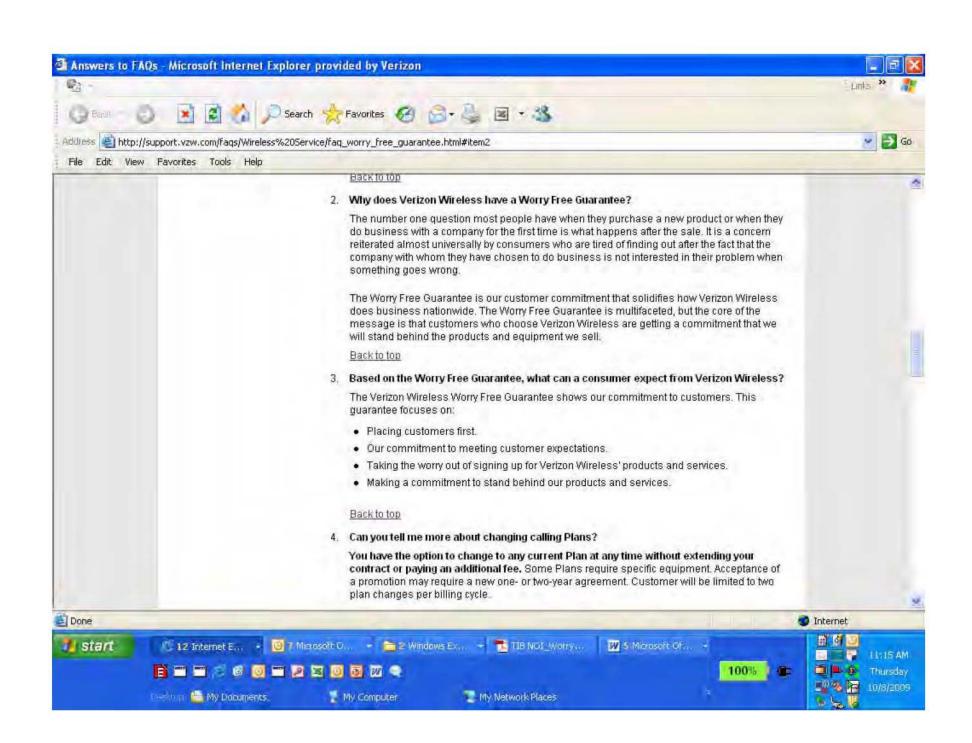
For a map of your wireless coverage, visit verizonwireless.com/coveragelocator and enter a street address.

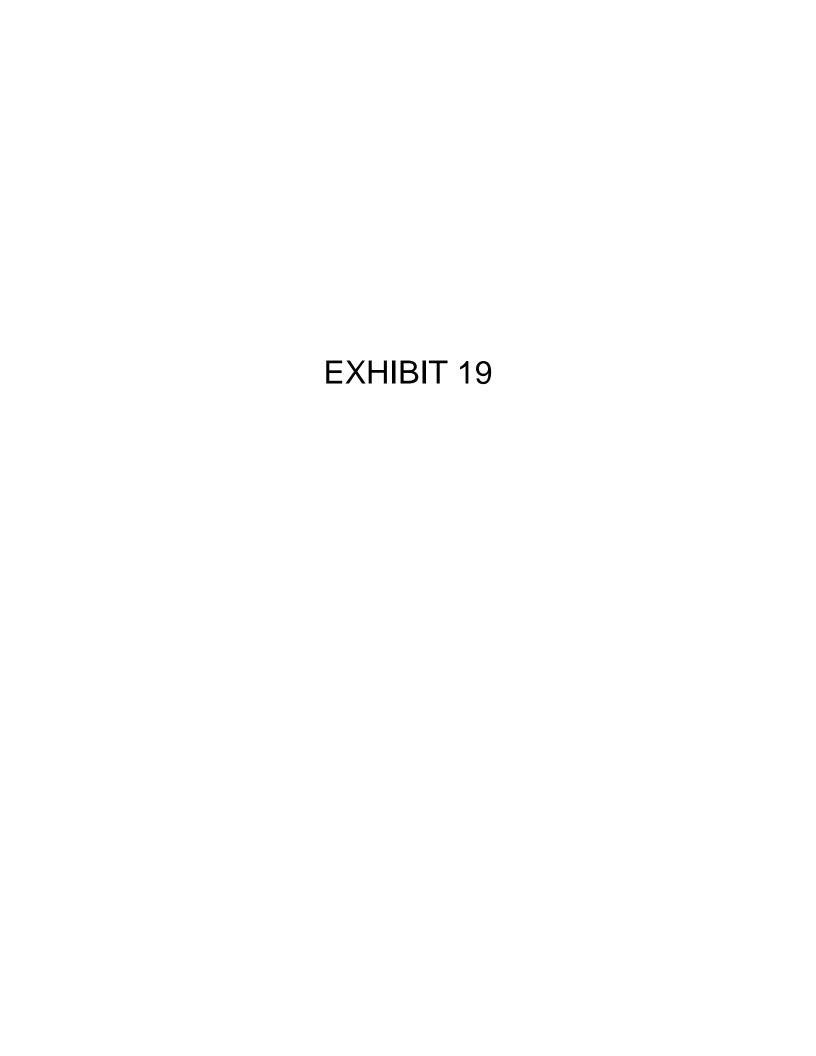
National IN Calling: You can talk with any of our customers anytime from within the National IN Calling Coverage Area. If Caller ID is not present or Caller ID Block is initiated, National IN Calling does not apply to incoming calls and will apply to outgoing calls only. National IN Calling is not available to customers whose wireless exchange restricts the delivery of Caller ID or with fixed wireless devices with usage substantially from a single cell site. National IN Calling does not apply if Call Forwarding or No Answer/Busy Transfer features are activated or to data usage, including Push to Talk calls, Picture Messaging or Video Messaging, calls to check your Voice Mail and any of the VZGlobal® services. National IN Calling does not apply in those areas of Louisiana and Mississippi where your phone's roaming indicator flashes.

Verizon Wireless calling plans, rate and coverage areas, rates, agreement provisions, business practices, procedures and policies are subject to change as specified in the Customer Agreement.











THANK YOU FOR ORDERING CONFIRM YOUR FIOS ORDER SEE WHAT'S NEXT

Dear Test,

Thank you for your order on OCT 06, 2009 of a Verizon FiOS Double Flex up to 25/15 TV Extreme 2009 Bundle which provides amazing FiOS service at a terrific monthly discounted rate. And if your package includes 20M or higher speed internet service, learn more about Verizon's FREE Wi-Fi.

And more great news! Upon installation, the bundle provides savings off the standard monthly rates for one full year and these rates will be guaranteed for an additional 12 months (for a total of 24 consecutive months)!⁴ And after 60 days of service with no past due balance, you will qualify for a Verizon Visa® Prepaid Card which will be sent within 90 days following your installation.⁵

Cancellation Policy

By placing your FiOS Bundle order, you agreed to a minimum term commitment of 12 months. Beginning 15 days after your services are installed, if you cancel any of your services before completing your minimum term, an early termination fee will apply and you will no longer receive the bundle discount on any remaining services. 12-month plans are subject to a \$179 early termination fee. If you would like to review Verizon's Terms of Service and Customer Agreements, please visit http://www22.verizon.com/terms/.

FREE Verizon Wi-Fi when you subscribe to packages of up to 20M or higher Internet speeds

- Get access to thousands of Verizon Wi-Fi hotspots throughout the U.S. at airports, hotels and other popular locations

 Get access to thousands of Verizon Wi-Fi hotspots

 The popular locations is the popular location of the popular location the popular location of
- Easy installation download the Verizon Wi-Fi software while activating your FiOS Internet service
- Perfect for our on-the-go customers
- Only available when you subscribe to packages up to 20M or higher FiOS Internet speeds - go to verizon.net/wifi for availability or to upgrade

What's Next?

Visit What's Next to verify the details of your order -- NJ00002679749 and receive a chance to win a \$1000 American Express Gift Card.¹

- Scheduled Installation Date -- OCT 06, 2009
- Scheduled Arrival Window -- 08:00-17:00(Hrs)EST
- Installation will take 4-6 hours

First Bill Estimate

This estimate of your first bill is customized for you based on your installation date and products ordered.² It is provided as part of your initial order confirmation and will not reflect any changes you may have made to your initial order.

Products	Normal Monthly Charges	Partial Month's Charges	Estimated First Bill
Double Flex up to 25/15 TV Extreme 2009	\$94.99	\$33.76	\$128.75
Voice Additional Services	-	-	-
Internet Additional Services	-	-	-
TV Additional Services	\$5.99	\$2.60	\$8.59
Other	-	-	-
Subtotal	\$100.98	\$36.36	\$137.34
Estimated Taxes/Fees/ Other Charges	\$4.48		\$6.42
Total	\$105.46		\$143.76

Partial Month's Charges include any cost or credits for services you received before your normal ongoing billing date.

Normal Monthly Charges include your full month cost and credits associated with your service.

Please don't hesitate to call our customer service support center at **1-888-553-1555** should you have any questions or concerns.

Thank you for your order!

Verizon



This message was sent from a notification only email address that cannot accept incoming email messages. Please do not reply to this email.

If you need to add new Verizon Wireless service to complete your bundle, click here for a list of **Verizon Wireless Stores** to sign-up for America's Largest and Most Reliable Network.

First Bill Estimate Definitions

- Services ordered: Summarizes the products and discounts ordered.
- Voice Additional Services: Includes items separate from a bundle package such as International Calling Features which may not be included in

¹ See the What's Next website for official contest rules and details.

² Listed price excludes equipment charges, taxes, surcharges and optional programming services. If your bundle price includes Verizon Wireless, Bundle price assumes a base \$39.99 wireless plan; your total bundle price will vary based on your actual wireless plan. Total charges above are estimates only and do not include any usage charges, TOLL, PPV or Video on Demand charges.

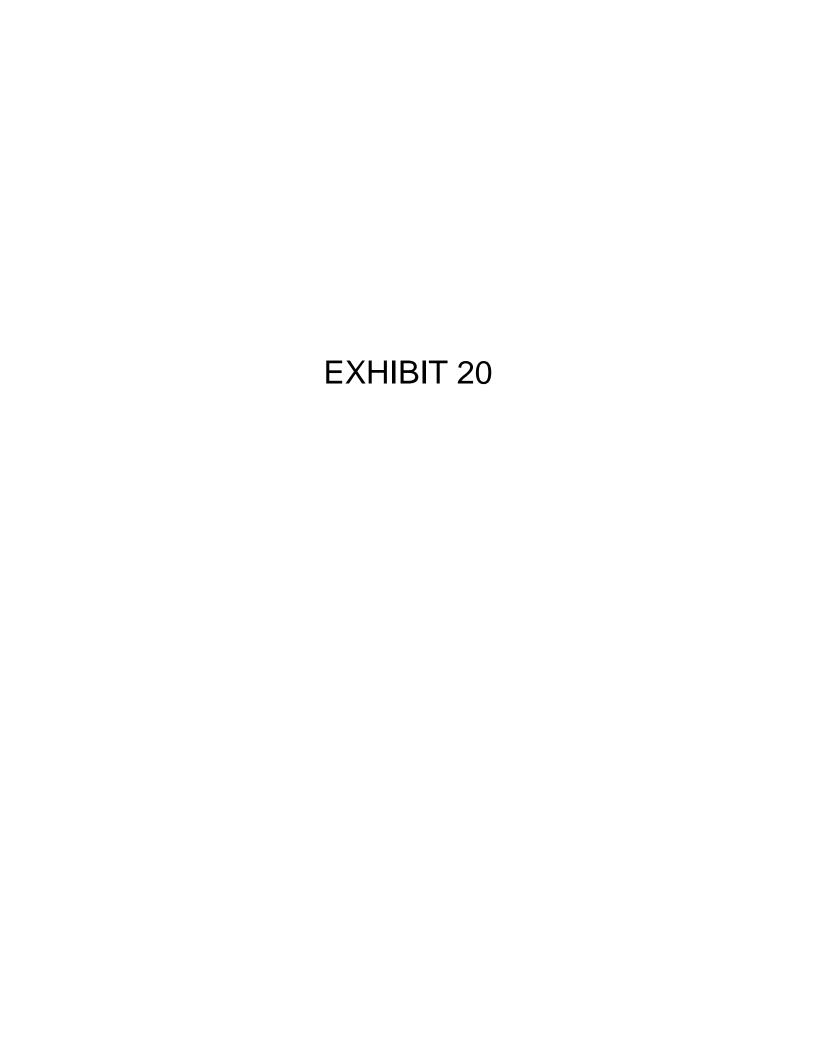
your bundle.

- Internet Additional Services: Includes items separate from a bundle package such as Broadband Essentials (i.e. tech support, online backup)
- TV Additional Services: Includes items separate from a bundle package such as set top boxes for your televisions and premium channels.
- Other: Includes charges from other carriers and special offers you may have received from Verizon. Taxes, Fees, and Other Charges: Includes applicable taxes, surcharges, FCC charges, video franchise fees for your area and any late payment fees or returned payments fees.

Mail Tracking Id: 13271650

⁴ Price guarantee applies to base monthly bundle rate only.

⁵ To qualify, for the Verizon Visa® Prepaid Card you must be enrolled in service for 60 days with no past due balance. Card will be sent within 90 days of in-service date via a Verizon Visa® Prepaid Card issued by MetaBank pursuant to a license from Visa U.S.A. Inc. Card can be used anywhere Visa debit cards are accepted. Present card and ID to Visa member bank to obtain cash. No cash access at ATMs or point of sale. Other terms and conditions apply. After your service has been installed, you will receive a post card within one week of installation with more information about your Verizon Visa® Prepaid Card.



Verizon FiOS

MA/VA/TX/RI/WA/OR SALES ORDER FORM - FIOS-3PEC-MA/VA/TX/RI/WA/OR-091609-v24

CUSTOMER INF	ORMATIO	N						Agent	Name				
Billing Name									mation #				
Contact Name	(FIRST)	(MI)		(LAST)		(SUFFIX)			Code	0 / 0			receipt of promo material
	(FIRST)	(MI)		(LAST)		(SUFFIX)		Own/I		O/R Y/N	SPOT VZ H		Y/N Y/N
Address	(STREET)							Order	+	/ /		II Date	/ /
		State_			<u>Z</u> ip			Circle	One	Winbac	k New	connect	Existing
Email Address				@				TPV (Confirmation	on #			
BTN/Service Order	TN					Current Verizon I	Freedom					-	
Additional number	r/same hill		_			Essentials Custon		1 -	D FOR DAY OF IN		•		
							NO	Cell//	Alternate	Contac			
Multi-Line order – Orde TRIPLE FREEDOM I		f (Complete if customer ha	s more than one	order form for s	same househ	old)	15/5 MI	/F:OC 3	5)//55	□ 12			month ETF \$79
☐ Triple Freedom – F	iOS TV Essent						15/5 Mb \$109.99				25/15 Mbp	s/FiOS TV/F	
☐ Triple Freedom – F		ne HD ne HD with Showtime									\$119.99 pc		
Mark each item order	red NEW to co	mplete bundle	dom Essenti	als 🗆 FiC	OS Data	☐ FiOS TV				□ 12			month ETF \$79
DOUBLE FREEDOM		& Freedom Essentials 15	5/5 \$7	9.99 per m	onth	☐ Double Free	dom – Fi	OS Interi	net & Freed	om Esse	ntials 25/15	\$89	99 per month
☐ Double Freedom –	FiOS TV Esser	ntials and Freedom Esser	ntials \$7	9.99 per m	onth	☐ Double Free	dom – Fi	OSTV Ex	treme HD a	and Free	dom Essent	ials \$89.	99 per month
		ntials and Internet 15/5 implete bundle		4.99 per m als □ FiC		☐ Double Free ☐ FiOS TV	dom – Fi	OSTV Ex	treme HD a	and Inter	rnet 25/15	\$94.	99 per month
FiOS TV − CORE SE □ Extreme HD		KAGE han 330 100% digital channels, ir	ocluding 60 HD c	hannels and a	ccass to un t	o 15 000 on demand	titles *						thly Price 99 per month
☐ Essentials	More th	han 250 100% digital SD channel	s, local HD chann	nels, and acces	s to up to 15	,000 on demand title	es.					\$47.	99 per month
La Conexión * Count includes Premium &		r 140 channels plus over 27 of uire additional subscription. HD T								nels		\$39.	99 per month
	j e 45 cha	nnels including 8 Starz! channels including HB02, West, Signature	els • 13 Encore c	hannels • 16	Showtime o	hannels • 4 TMC ch	annels • 2 Fl	lix channel			FC		99 per month
☐ HBO☐ Cinemax		inels including More Max, Action Max	 			per month per month			Inemax Pack Novies Pack			\$25.	00 per month
Movies Packag) + 12 Cinemax + 45 Movies Pack Ian 20 news, sports, movies and Teler		els!		per month per month	□ NFL R Watch all th		e ays live Sunday a	fternoons!		\$49.9 One tin	99 ne activation charge
	nels More th	an a dozen channels including AR AF		V5 and more		ally priced	□ wwe		\$9.99 pe	er month		oke \$7.99	per month
SET TOP BOX (Indicat A set top box is required on		it 15 per account) tess to full FiOSTV programming	is desired. Custo	mer must init	tial to indicat	te agreement on gua	antity and ty	pe of box/s	Quantity ordered.	Stand	lard	High	Definition
☐ Digital Video Recor	der (DVR)	Allows recording of one	show while w	atching and	other and	pausing/ rewindi	ng live TV			n/a			9 per month
☐ MR DVR (Multi Root ☐ Basic Set Top Box	m DVK)	Provides DVR functionali Allows viewing of premi					:0 6 add 1 1	VS)		n/a \$5.99	per month	n/a	9 per month
☐ HD Set Top Box ☐ Digital Adapter		Allows viewing of premise Basic hardware allows viewing of					e Media Guide	1		n/a \$3.99	per month	\$9.99 n/a	per month
PREMIUM INSTALLA		quantity)						•	Quantity	Price	per Installat	tion Tota	l Price
		isting outlets FREE, provi g coax outlets (provided								\$19.99	each	\$0	
No. of additional room		w outlets/coax One Year ASA (ETF \$99)								\$54.99	each each	Mon	thly Price
☐ 25/15 Mbps	Fiber-optic bro	oadband Internet • maximu	m downstrean									\$64.	99 per month*
	harge applies to cust	oadband Internet • maximus tomers who do not subscribe to Veri	zon Landline phor	ne service.	•								99 per month*
□ Verizon Inte		Suite – Anti Virus, Personal F \$ 5.99 per month				, Pop Up/Ad Block 5 PCs \$10.98 pe		-up, Fraud			Privacy Mana with up to 9		per month
P E □ Verizon Onl	ine Backup & S	Sharing	<u> </u>										
□ Verizon Sec		cup Bundle – Verizon Interr		uite for up t			on Online	Backup &	Sharing			3.99 per mo	
BROADBAND EXTRA ☐ Ouick Pack – Assortme		IAMES ON DEMAND lick, fun games including puzzle		\$4.99 per i		Broadband Ex: ☐ Starz Play pro							thly Price 9 per month
☐ Family Place – Over 7	50 family-friendly	y games rated E (everyone)		\$7.99 per i		computers & other por	table devices vi	ia the Interne	t - Powered by Sta	arz		1st 14 d	ays free for new subscribers
and EC (early childhood		ames including action, adventu	re & strategy	\$14.99 per	r month	☐ Starz Play wi beginning month 13 ui	th Unlimited G ntil bundle is ca	aming (Speci Inceled. Offe	al Offer for 12 mo r ends 12/31/09)	nths. No ETF. I	Price reverts to 20.	98 \$16.0 1st 12 m	00 per month nonths
		ON PLANS – Coverage for you, and telephone protection plans)			Protection Pla	an (includes multiple PC	(s) (s) 99	per month	☐ TV Protec	tion Plan (in	ıcludes multiple T	V's)	\$9.99 per month
☐ Protection Pak (includes	s multiple PC's and t		\$11.99 per mo	onth 🛮 🗆 PC I	Protection Pla	an (includes one PC)	\$6.99	per month	☐ Telephon	e Protection	Plan (includes mu	Itiple telephones)	\$4.99 per month
VOICE SERVICE										iitment red	juirea.)	Mont	er month 1st 3 months hly Price
☐ Verizon Freedom Va		Unlimited Local Calling • Unli Unlimited Local Calling • Unli								• Call Wait	ing • Caller ID		9 per month 9 per month
☐ International Single R		500-minute plans to 118 countries. 300-minute plans to 118 countries.											per month \$0 per minute per month \$0 per minute
☐ International Choice Plan	with City Rates	Our best rates to over 250 cor Customer advised that they v	untries and 55 i	international	cities. Inclu	ides city-specific pi				,, on the m	ontiny reel		er month/per min rate varies
☐ No International calling Customer must initia	_	t covers each installation	-	Dasic rates io	or internatio	mai Calis.						j 11/a	
\$49.99 Activation Fee ap	pplies to all new cust	tomers signing up for FiOS Internet	and/or FiOSTV.			\$54.99 Configuration						FiOS.	
Someone 18 yrs or older	will be home with l	the PC prior to the technician arrivir ogon access to PC and authorized to	accept TOS.			Installation expected Minimum PC requiren	nents were re	viewed to d	etermine eligibi	lity.			
Prior to installation, a fib existing cable placement		o your home to allow your new serv	ice to be installed	. Whenever pos	ssible, the line	will be run the same	as your curre	nt copper lir	ne; aerial or buri	ed. Charges	will apply if a rec	quest is made to	change from the
Installation includes mou	unting the Optical N	etwork Terminal on outside of the h	•	•							•		•
	e for additional term	roducts and services and agree to be ns and conditions. Please call 888.5 s right.											

Signature (Must be authorized decision maker)

FiOS Triple Freedom. Requires FiOS Internet 25/15 or 15/5 Mbps service, FiOS TV Essentials or Extreme HD and Verizon Freedom Essentials. \$49.99 activation charge. Up to \$179 early termination charge. Rates may increase after term. Speeds may vary. Set top box and other charges and terms apply. FiOS available in select areas. Battery back-up for std fiber-based voice and E911 (but not VOIP) for up to 8 hours. Calling plan includes residential direct-dialed domestic calls only.

Double Freedom – **FiOS TV.** Requires FiOS TV Essentials and Extreme HD and Verizon Freedom Essentials. \$49.99 activation charge. \$179 early termination charge. Rates may increase after term. Speeds may vary. Set top box and other charges and terms apply. FiOS available in select areas. Battery back-up for std fiber-based voice and E911 (but not VOIP) for up to 8 hours. Calling plan includes residential direct-dialed domestic calls only.

Double Freedom – **FiOS Internet.** Requires FiOS Internet 25/15 or 15/5 Mbps service and Verizon Freedom Essentials. \$49.99 activation charge. Up to \$179 early termination charge. Speeds may vary. Set top box and other charges and terms apply. FiOS available in select areas. Battery back-up for std fiber-based voice and E911 (but not VOIP) for up to 8 hours. Calling plan includes residential direct-dialed domestic calls only.

Double Freedom – **FiOS TV Extreme and FiOS Internet**. Requires FiOS TV Extreme and FiOS Internet 25/15 or 15/5 Mbps service. \$179 early termination charge. \$49.99 activation charge. Set top box and other charges and terms apply. Rate may increase after term. FiOS available in select areas. Speeds may vary. Battery back-up for std fiber-based voice service and E911 (but not VOIP) for up to 8 hours.

FIOS TV. FIOS available in select areas. \$49.99 activation charge applies. Set top box charges and other charges and terms apply. Battery back-up for std fiber-based voice and E911 (but not VOIP) for up to 8 hours.

FiOS Internet. FiOS available in select areas. \$49.99 activation charge. Other charges and terms apply. Speeds may vary. Battery back-up for std fiber-based voice service and E911 (but not VOIP) for up to 8 hours. \$99 early termination charge.

Verizon Freedom Essentials and Freedom Value includes residential direct-dialed domestic calls only. Additional charges, taxes and terms apply. Service availability varies.

What's Next? Customers can visit verizon.net/whatsnext to check on the status of their order at any time.

Verizon Internet Security Suite. Internet access services and charges not included. New orders receive first 30 days at no charge. Monthly fees apply thereafter.

Verizon Games on Demand. All games provided by Exent Technologies Ltd. Marks or copyrights are the properties of their respective owners. Additional terms apply.

Verizon Online Backup & Sharing. Internet access services and charges not included. Verizon does not warrant that the service will be provided error-free, uninterrupted, secure, or virus-free. Other terms and restrictions apply.

Verizon Premium Technical Support Premium. Technical Support is an optional service available with Verizon High Speed Internet. Requires a 10-month commitment. Early termination fee of \$59.99 applies. Subject to Verizon Online Terms of Service for Premium Technical Support Service. Other terms apply.

EXPERT CARE

All Protection Plans – The extended warranty does not cover loss, theft or damage to the covered equipment. Preexisting conditions are not covered. These plans are not available in NH, Maine, and VT. Please familiarize yourself with the full Terms and Conditions as it contains complete details regarding your plan. Information may be shared with 3rd party. You'll receive our full Terms of Service after you order. The full terms of service and a description of exclusions are available online at http://surround.verizon.net/shop/tos/expertcaretos.aspx

Protection Pak Enhanced – On a month-to-month basis, this plan provides certain TV, PC or Telephone protection in your residence. There is a 30 day waiting period before you will be able to file a claim. If we are unable to service your equipment, you may receive high quality reconditioned equipment as replacement which may be different but comparable to your original device

PC Protection Plan – Multiple PCs, PC Protection Plan, and TV Protection Plan (also for PC Protection Plan – Multiple PCs included in the Protection Pak and Protection Pak Enhanced). The service fee for this plan is \$75.00 per incident. This fee applies only to the repair or replacement of a TV or PC. Accessories will be replaced with no service fee. The total claims limit per 12 months is \$2,500. These plans do not cover Macs and PCs not equipped with Windows 2000 or newer.

Telephone Protection Plan (also for Telephone Protection Plan included in the Protection Pak, Protection Pak Enhanced). There is no service fee with Telephone Protection Plan. The total claims limit per 12 months is \$400.

Starz Play is powered by Starz. Minimum Operating System requirements: US based internet address, Windows VP or Windows Vista.

VERIZON INTERNATIONAL LONG DISTANCE PLANS

Verizon international calling card rates differ from Verizon direct-dialed international rates. Rates vary by country and are subject to change. Service agreement and/ or tariff may apply. Prices do not include taxes, surcharges or Universal Service Fees. Many foreign telecommunications companies impose substantial fees to complete international calls for premium services, which may include: calls terminating to wireless phones, pagers, personal computers and personal digital assistants (PDAs); calls that require satellite technology; and calls to chat lines or other information services such as 900 numbers. Verizon will add a per-minute premium termination rate for all premium calls in addition to the per-minute international plan rate or any applicable International Single Rate. For more information about international calling rates, go to www.verizon.com.

If you have questions about Verizon's Privacy Policy, please visit our website at http://www22.verizon.com/privacy/

\$49.99 Activation Fee applies to all new customers signing up for FiOS Internet or FiOS TV. One fee per FiOS order.



Buyer's Right to Cancel

[enter date of transaction] (Date) _____

Notice of Cancellation

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.
If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.
If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Name of seller], at [address of seller's place of business] NOT LATER THAN MIDNIGHT OF [date]
I HEREBY CANCEL THIS TRANSACTION.
(Date)
Date Purchased
Name
Address
Telephone no
(Buyer's signature)
All cancellations must be mailed to: ACS 12453 South 265 West Draper, UT 84020 Or call 1 888 553-1555. (Monday thru Friday, 8AM to 6PM)

Updated: 09/08/09



FOR ALL THINGS VERIZON, WHY GO ANYWHERE ELSE? MYVERIZON.COM

Myverizon.com is the one place where you can control all of your FiOS services and go paperless. It's also the easiest way to check out your new and improved bill. Plus, you can:

- Update your Preferred Email Address or Settings
- Order Pay Per View
- · Get help and support
- Set up your DVR

- Check your voice mail
- Modify your services
- · View phone call details
- Request repair services
- Pay bills and view payment history

Register today at myverizon.com













THE COUNTDOWN TO // COUNTDOWN TO BEGINS NOW.

Your Installation Date ______FIOS Reference Number _____





Your guide to what happens next.







GET READY FOR A JAW-DROPPING EXPERIENCE.

Before you can sit back and enjoy the show, we need to take care of a few things. We will stop by to install your Verizon FiOS service and, depending on your existing telephone service, may install a FiOS® service line directly into your house. A Verizon technician will then arrive to install your service and FiOS equipment. Please remember: someone 18 years or older will need to be at home on your scheduled install date.





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To ensure that the installation of FiOS and your FiOS equipment goes as quickly and easily as possible, you'll want to take care of a few things:

Check on us. Visit verizon.net/ whatsnext to verify your order status, and get an overview of the installation process.

Something is better than nothing.

We know you want to disconnect from your current cable provider, ASAP. But don't do so until AFTER your FiOS service has been installed.

ID Please. Someone (preferably the account holder) will have to make decisions about equipment placement. And we find people who are 18 years of age or older to be the best qualified.

Move it. Please ensure that all work areas, including computer and TV areas, are clear of furniture, boxes, etc.

Can your computer handle it?

If you are having FiOS Internet installed, you'll need to make sure that your computer meets minimum system requirements.

Where's the plug? The battery backup unit will be installed inside your garage or home. Please make sure there is an accessible three-pronged electrical outlet available nearby. Your technician will review where the equipment will be installed and plugged in when he/she arrives.

Get your permission slip signed.

If you are in a rental property, make sure you have your landlord's permission for FiOS installation.

Upgrading? If you're a Verizon High Speed Internet customer who is upgrading to FiOS, please be sure to have your current Verizon Online username and password available, as well as other usernames and passwords needed to access your computer (Windows®, log-on, firewall, etc.).

Questions?

Visit verizon.net/whatsnext

You can check your installation date and get other important installation information on this site.

Or call 1.888.553.1555.

We can't wait until your household can enjoy the entirely new entertainment experience of FiOS.



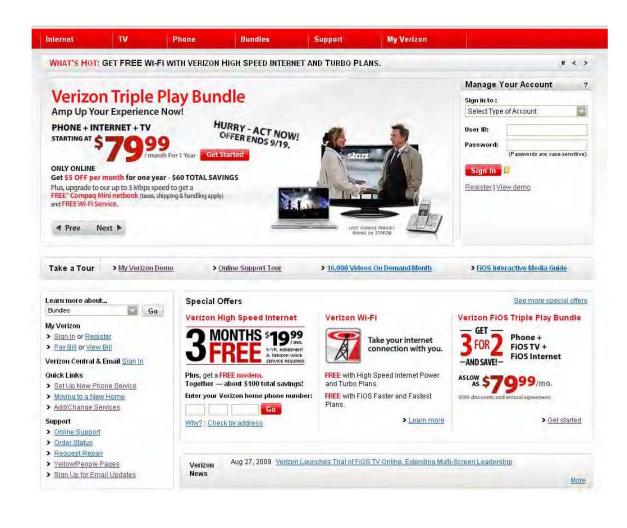


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Español | Enter Your Location

Sign In ▼

Internet

TV

Phone

Bundles

Wireless

Getting You Connected

Welcome to Verizon! We're happy to bring you on board and get you connected with everything you need at home:

- Superior phone service
- Raging fast Internet
- Fiber-optic TV entertainment

All from a company with 99.9% network reliability.



Please select one of the following options to get started:

New Verizon Service

Order new Verizon services.

New Verizon Service, Keep Number

Order new Verizon services and keep your existing home phone number.

Move existing Verizon phone service

Transfer your current Verizon home service to your new address.



Your Location



New Verizon Service

Enter the address where you'd like your new service. Please provide complete information (apartment or unit number for example). Need help? Take a look at some address tips. * Required Fields *Street Address Unit Type Unit # None *City *State *ZIP Select... Already Have Verizon Wireless? If so, enter your wireless number to see if you qualify for special discounts.

Already a Verizon Customer?

Add/Change services
Move my existing service
Add an additional line

Next

on

Español

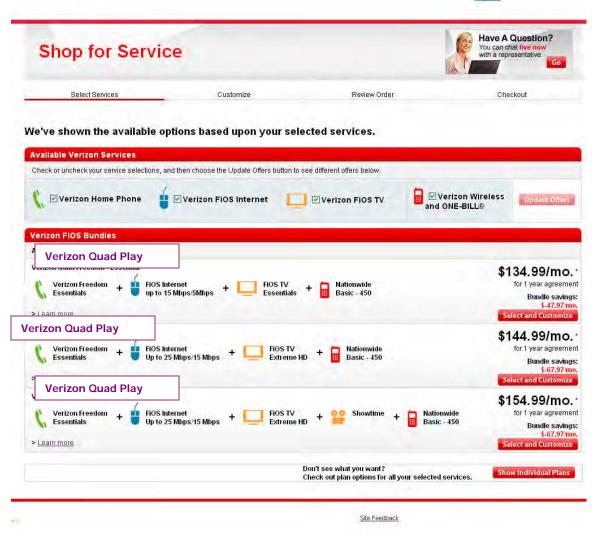
Shop for Service

Select Services Customize Review Order Checkout

Select the services you are interested in to see available bundles and plans.



Continue



\$150 Disclaimer (note the \$150 is changed to \$50 for DP to TP upgrade with 100 from Zone 3 already on their account)

*\$150 back via Verizon Visa® prepaid card issued by MetaBank pursuant to a license from Visa U.S.A. Inc. Use where Visa debit cards are accepted. Must have service for 60 days with no past due balance. Card mailed within 90 days of install date.\$5 discount will appear as a monthly bill credit 1-3 months after service activation and will continue for 12 consecutive months. For new Verizon FiOS TV or Internet residential customers only. Guarantee applies to base monthly rate only; excludes optional services. Rate may change after 2 yrs. \$179 early termination, \$49.99 activation & other fees, taxes, charges & terms apply. Subject to credit approval & may require a deposit. FiOS available in select areas. Actual speeds may vary. Battery backup for standard fiber-based voice service & E911 (but not VOIP) for up to 8 hours. Must sign up by 12/19/09 & install by 2/19/10. © 2009 Verizon.

*Price based on the Nationwide Basic -450 minute Individual Plan at \$39.99. Other Verizon Wireless plans available. If you choose a bundle with Verizon Wireless service and ONE-BILL ®, and you already have Verizon Wireless service you may include it in your order. Bundle pricing will vary depending on the wireless plan included. If you do not have ONE-BILL®, it will be added to your account. Your total price will include the actual cost of your existing wireless service. If you do not wish to include Verizon Wireless with ONE-BILL to your order, uncheck the Verizon Wireless and ONE-BILL box above.

Verizon Wireless surcharges (incl. Fed. Univ. Svc. of 12.9% of interstate & int'l telecom charges (varies quarterly), 7 cents Regulatory & 92 cents Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 5%-37% to your bill. Activation fee/line: \$35. IMPORTANT CONSUMER INFORMATION: Subject to Customer Agmt, Calling Plan, & credit approval. Up to \$175 early termination fee, up to 45 cents/min. after allowance & add'l charges for data sent or received. Offers & coverage, varying by svc, not available everywhere. Network details at vzw.com.

© 2009 Verizon



Customize Your Bundle

Get Started: Customize Your Phone Plan

_	ur Phone Plan		Order Summary	
Con	firm Your Seinclad Plan	Minutely Price	Monthly Charges	
0	Vertzon Freedom Essentials Includes unlimited local, regional and long distance calling across the U.S. and to Canada and Puerto Rico - PLUS these	Add \$49.99	Savice	Monthly Price
	popular calling features: Voice Mail, Caller ID and Call Waiting Learn roots		Verizon Quad Free Essential	edom -
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You	ur Phone Number and Directory Listing		• Internet	\$44.99
			+ <u>IV</u>	\$47.99
		Offerent number	+ Wireless	\$39.99
Spli	ect Directory Listing Ontion (1990) 1997	Monthly Price	and the second	
0	Non-Published Service Your name, address and felephone number will not be published in the phone directory and your telephone number will not be available in directory assistance (411).	Add \$4.95	Online Only Offer: Take an extra \$5.00 OFF your total monthly price for 1 year - a \$60 savings.	
0	Keep Number Unpublished Your name, address and felephone number will not be published in the Directory but will be available from Directory	Add \$4.00	Service Buse Freedom - Econdist Sovings 1 year agreement plan	-847.97
	Assistance,		Total Monthly Price	\$134.99
0	Listed and Published Your name and telephone number will be published in the phone directory and will be available in directory assistance (411).	Included	One Time Charges	
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	Buy in full to get our lowest rates. Convenient 300 minute plan for direct-dialed calling to 110 countries. Additional minutes and countries available at low per-minute rates. Verizon customers	\$14.99	- Phone • Internet	\$0.00
	with International Single Rate – 300 who also subscribe to any Verizon Freedom Plan save an additional \$4.99 off the monthly			
	tee.		+TV	\$0.00
0	International Choice Plan with City Rates	Add	+ Windens	\$0,00
	Our best rates to over 250 countries and 55 international cities. Includes city-specific origing for even more savings.	8499	Total One-Lime Fee	\$0.00
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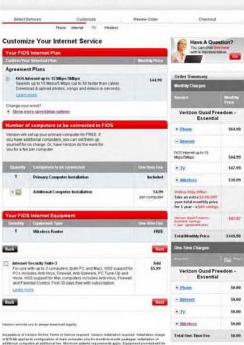
The Freedom Plans include unlimited residential direct dialed domestic long distance calls anywhere in the US, Guam, Puerto Rico, US Virgin Islands, American Samoa, Northern Mariana Islands, and Canada only, ZUM (CA only), local regional toll and local calling. Additional charges apply to additional listings, non-pub and non-listings, jacks and wiring, and inside wire maintenance plans. The Verizon Freedom Plans are for residential voice use and may not be used for commercial purposes. Verizon may suspend, restrict or cancel your service if your usage is inconsistent with residential voice usage. The following calls do not qualify: collect or calling card calls, 700, 800, 900 services, person-to-person calls, any other type of operator handled call, local and national directory assistance calls, non direct-dialed calls, (included as non-direct dialed are CF LD calls), toll denied or restricted, third-number billed or three-way calling (per activation).

Pursuant to FCC requirements, if you have chosen Non-Listed or Non-Published service, your billing name and address will be shared with your long distance providers for billing purposes, unless you elect to withhold this information. To request a block on the provision of this information, please call your local business office. Non-Published and Non-Listed numbers may be displayed on Caller ID display units. To prevent display of your name and telephone number, press *67 (1167 for rotary), then the telephone number of the person you are calling. In some states, permanent blocking is also available by calling your local business office. Please be aware that the FCC has ruled that certain types of calls, including 911, 900, 976, and toll free numbers (800, 888, 877, etc.), are exempt from Caller ID blocking.Non-Published and Non-Listed numbers will be forwarded on calls to these service providers, if even per call or per line blocking is activated.

Charges that contribute toward meeting the minimum include, but are not limited to: domestic 1+ and international long distance calls, Calling Card calls, Away from Home, Personal Toll Free, Operator Assistance calls, and Domestic and International Monthly Recurring Charges. Federal taxes, state taxes, credits, Universal Service Fees, charges billed by other carriers, and other surcharges and taxes do not contribute towards satisfying the Minimum Monthly Charge requirement. Each billing month when the applicable charges are equal to or greater than the MMC, no shortfall charge is imposed. If the applicable charges are less than the MMC rate, the difference between the MMC rate and the applicable charges will be a separate charge on the bill shown as the Shortfall Charge.



Customize Your Bundle



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Verizon FiOS service is provided by Verizon Online and is not available in all areas, or on all telephone lines, and availability subject to final confirmation by Verizon. Acceptance of Verizon Online Terms of Service required. Month-to-month Internet packages available. \$79.99 installation fee waived with annual commitment. Installation of additional computers at additional fee. Minimum systems requirements apply. Equipment provided will be new or a fully inspected, tested and warranted return unit. Router provided at no charge must be returned or \$99.99 equipment fee applies. Limited to one router provided at no charge per household per FiOS service, FiOS Internet and/or FiOS TV. Customer is financially responsible for any damage to or misuse of any Verizon-owned equipment or for the failure to return any equipment within 30 days if service is terminated.

An early term fee may apply if you cancel any or all of your services with 15 days after your services are installed. You will no longer receive the bundle discount and will be billed at the existing higher month-to-month rate for any remaining services. \$179 early term fee applies for 12-month plans \$79 term fee applies for 6-month plans.

Verizon installation required. Installation includes connection between Optical Network Terminal (ONT) attached to the outside of the customer's premises and main computer only. Installation of additional computers at additional fee. ONT must be connected to the premises' power source. Power for services provided on the Verizon FiOS network must be supplied by customer. Someone 18 years of age or older must be present during installation. The person must be able to provide installation technician with access to the computer to allow for installation and configuration of service and authorized to accept Verizon TOS. Technician will not fish walls or move furniture during installation. CAT5 or higher grade inside wiring or existing RG59/RG6 coaxial cable required. Only Web-based features of Verizon Yahoo! for FiOS are Macintosh® compatible. Software for MSN® Premium versions of Verizon FiOS is not Macintosh® compatible.

Verizon will install a battery back-up unit inside your garage or home. A 3-pronged grounded power outlet should be available nearby for the battery back-up unit. You are responsible for periodically replacing the backup battery. A battery unit will supply back-up power for standard voice service (but not Voice Over IP services), including E-911, for up to 8 hours. Backup battery does not supply power for Internet, VOIP, or video services. Not all Alarms (switch or private line), are compatible with fiber. A customer wanting a response activated alarm system should check with their specific alarm company for guidelines. It may be necessary to maintain/install a separate copper line into the home to support alarm service.

Internet connection speeds are between your location and Verizon central office serving your location. Actual download and upload speeds will vary based on numerous factors, such as condition of wiring at your location, computer configuration, Internet and network congestion, and speed of website servers you access, among other factors. Speed and uninterrupted use of service not guaranteed. Current Verizon Online High Speed Internet customers who move to FiOS Internet service will have their Verizon Online High Speed Internet permanently disabled after their FiOS conversion. Voice service for FiOS customers is provisioned over fiber.

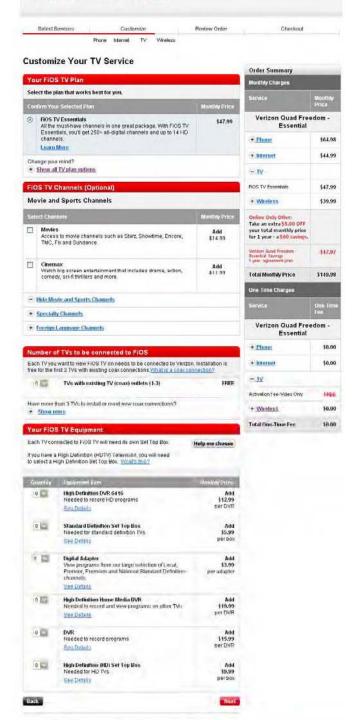
Important Note:

The Verizon supplied battery is designed specifically for use with the Verizon FiOS Network. Use of a battery other than a 12-Volt 7.2 Ah SLA Sealed Lead Acid battery is not recommended since other types may impact the performance of your FiOS Services. Verizon is not responsible for damages which result from use of an improper battery.

Applicable franchise fees, regulatory fees and taxes apply. Other terms and conditions apply. © 2009 Verizon.



Customize Your Bundle



Limits manths tree of package applied are bill county, taking month 4 do package monthly size applied Sal by sor and other charges and lemni apply. Difer respires 08/19/06, Meet Install by 11/10/06, 92000 Volston.



Verizon FiOS is not available in all areas. Acceptance of Verizon Terms of Service (TOS) is required. Regular service and equipment charges are billed each month in advance. Program availability varies by location. Applicable franchise fees, regulatory fees and taxes apply. A 30-day minimum billing period is required for all digital packages. Prices and programming services offered within each package are subject to change and the number of channels listed within each package is an approximation. A Deposit may be required prior to or upon activation or reactivation of Service.

Lease of Set Top Box (STB) required for all digital programming. Limited to 15 STBs per customer account. High Definition (HD) TV with HD STB required for HD programming. Multi-room DVR features supported on the Home Media DVR, HD, and Standard Definition STBs only. The Home Media DVR will support up to 6 additional TVs, with simultaneous viewing of up to 3 recorded shows.

Verizon installation required. ONT must be connected to the premises' power source. Power for services provided on the Verizon FiOS network must be supplied by customer. Someone 18 years of age or older must be present during Installation. The person must be able to provide the installation technician with access inside the home for installation and configuration of the service and be authorized to accept Verizon TOS. Verizon will connect up to 3 STB to existing outlets as part of standard installation charges. CAT5 or higher grade inside wiring or existing RG59/RG6 coaxial cable required. Technician will not fish walls or move furniture during installation. Customer is financially responsible for any damage to or misuse of any Verizon-owned equipment (includes STBs, etc.), or for the failure to return any equipment within 30 days if service is terminated.

Verizon will install a battery back-up unit inside your garage or home. A 3-prong grounded power outlet should be available nearby for the battery back-up unit. You are responsible for periodically replacing the backup battery. Voice service for FiOS customers is provisioned over fiber. A battery unit will supply back-up power for standard voice service (but not Voice Over IP services), including E-911, for up to 8 hours. Backup battery does not supply power for Internet, VOIP, or video services. Not all Alarms (switch or private line) are compatible with fiber. A customer wanting a response activated alarm system should check with their specific alarm company for guidelines. It may be necessary to maintain/install a separate copper line into the home to support alarm service.

Important Note: The Verizon supplied battery is designed specifically for use with the Verizon FiOS Network. Use of a battery other than a 12-Volt 7.2 Ah SLA Sealed Lead Acid battery is not recommended since other battery types may impact the performance of your FiOS services. Verizon is not responsible for damages which result from use of an improper battery.

Additional charges, taxes and other terms apply. © 2009 Verizon.

Dynamic PZ5 copy here:

HBO/Cinemax CRM Offer

Any of the CRM content promotions to existing TV subscribers should use this disclaimer using specific packages in the []s:

Limited-time offer available to new [HBO/Cinemax] customers only and expires 12/19/09. Offer cannot be combined with other promotional content offers. Discount applied via bill credits. Beginning month 4, std. rates apply. Limit one package promotion per customer. Set top box & other charges, taxes & terms apply.

HM DVR promo for existing FTV customers

Limited-time offer available to new DVR customers only and expires 12/19/09. Discount applied via bill credits. Standard rates apply after 90 days. Set top box & other charges, taxes & terms apply.

HBO/Cinemax acquisition offer for Better and Best Triple Play or Quad Bundles

Limited-time offer available to new FiOS Triple Freedom bundle customers only and expires 12/19/09. Discount applied via bill credits. Beginning month 4, std. rates apply. Set top box & other charges, taxes & terms apply.



Review Order

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Please select the promotional item you want:			
C FIOS Data \$150 Prepart Card, Cashnack Other			
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mportant Note: Your order does not qualify !	or a Share the	Network	
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TOTAL	\$84.99	\$171.40	
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Checkout

Select Services		Custo	mize		Review Order		Che	eckout	
	Phone	Internet	TV	Wireless		Contact	Credit	Install &	Order

Contact & Billing Information

	Contact Informa	tion		Top Questions
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test		jones	Your email address will be	address?
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703	974 0586		States of your order.	get my first bill?
Alterna	te Contact Humber			
Creat	e a My Verizon i	Account (Optional)		
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D.

E.

F.



Back Print

A. Bundle Disclaimers

Legend:

- Black BAU
- Blue Added for PYV
- Green Additional suggestion on suggested legal verbiage
- Orange Dynamically displayed copy based on customer's order

Triple

FiOS Data/FTV/Wireless + OB

- 15/5 Mbps or 25/15 Mbps (25/15 or 35/20 in NY<D> and NJ)
- FTV Essentials or FiOS TV Extreme HD
- VZW + OB

Verizon

Requires Verizon FiOS Internet <15/5 Mbps>/<25/15 Mbps>/<35/20 Mbps>), <Verizon FiOS TV Essentials>/<Verizon FiOS TV Essentials>/<Verizon FiOS TV Extreme HD> and Verizon Wireless with ONE-BILL®. Orders with Verizon Wireless require ONE-BILL®. Subject to credit review. Activation charges up to \$49.99 apply. One year commitment required. \$179 early termination fee applies. Speeds may vary. Set top box and other charges, taxes and terms apply. Rate subject to change after term. FiOS available in select areas. Voice is via fiber. Battery back-up for std voice and E911 (but not VOIP) for up to 8 hours.

Verizon Wireless

Our Surcharges (incl. Fed. Univ. Svc. of 12.9% of interstate & int'l telecom charges (varies quarterly), 7 cents Regulatory & 92 cents Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 5%-37% to your bill. Activation fee/line: \$35. IMPORTANT CONSUMER INFORMATION: Subject to Customer Agmt, Calling Plan, & credit approval. Up to \$175 early termination fee, up to 45 cents/min. after allowance & add'l charges for data sent or received. Offers & coverage, varying by svc, not available everywhere. Network details at vzw.com.

Valid through 12/31/09. ©2009 Verizon.

Quad

Verizon Freedom Essentials/FiOS Data/FTV/Wireless + OB

- Verizon Freedom Essentials/FiOS Digital Voice
- 15/5 Mbps or 25/15 Mbps (25/15 or 35/20 in NY<D> and NJ)
- FTV Essentials or FiOS TV Extreme HD
- VZW + OB

Verizon

Requires Verizon FiOS Internet <15/5 Mbps>/<25/15 Mbps>/<35/20 Mbps>), <Verizon FiOS TV Essentials>/ Verizon FiOS TV Extreme HD>, <Verizon Freedom Essentials>/Verizon FiOS Digital Voice> and Verizon Wireless with ONE-BILL®. Orders with Verizon Wireless require ONE-BILL®. Subject to credit review. Activation charges up to \$49.99 apply. One year commitment required. \$179 early termination fee applies. Speeds may vary. Set top box and other charges, taxes and terms apply. Rate subject to change after term. FiOS available in select areas. Voice is via fiber. Battery back-up for std voice and E911 (but not VOIP) for up to 8 hours.

Verizon Wireless

Our Surcharges (incl. Fed. Univ. Svc. of 12.9% of interstate & int'l telecom charges (varies quarterly), 7 cents Regulatory & 92 cents Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 5%-37% to your bill. Activation fee/line: \$35. IMPORTANT CONSUMER INFORMATION: Subject to Customer Agmt, Calling Plan, & credit approval. Up to \$175 early termination fee, up to 45 cents/min. after allowance & add'l charges for data sent or received. Offers & coverage, varying by svc, not available everywhere. Network details at vzw.com.

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B. FiOS Bundle Customer Acceptance

FiOS Bundle Customer Acceptance

You must read and agree to the following bundle acceptance statement to continue with your order.

I understand that by placing my order today, I am agreeing to maintain my bundled services for a minimum of 12 months and that an Early Termination Fee of \$179 will apply if I cancel my services early. I understand that I have a 15 day period after my services are installed to cancel without an Early Termination Fee.

	I Agree	
0	I Do Not Agre	

C. Verizon Online TOS

VERIZON ONLINE TERMS OF SERVICE

This Agreement is between you as our Subscriber and Verizon Online LLC (or its affiliates listed in Section 16 ("Verizon" or "Verizon Online") and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

1. Term and Acceptance of Agreement; Agreement Terms Generally Included.

The term of this Agreement will be either month-to-month or for the term specified for the Service or Bundled Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific elements of your Service or Bundled Service plan (including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other Verizon policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. This Agreement and related policies are posted online at http://www2.verizon.net/policies/ ("Website"). You can also receive a paper copy of this Agreement by writing to Verizon, 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service.

2. DEFINITIONS AND CHANGES TO SERVICE.

- 2.1 "Broadband Service(s)" means Verizon's FiOS or DSL-based Internet services (whichever applies). Verizon's DSL-based Internet service is also known as "High Speed Internet" ("HSI").
- 2.2 "Bundled Service(s)" means a combination or "bundle" of a Broadband Service with one or more other eligible Verizon services, including but not limited to Verizon FiOS TV, Verizon Freedom Value or Verizon Freedom Essentials, FiOS Digital Voice or Verizon ONEBILL service.
- "Content" means content provided by Verizon or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.
- 2.4 "Equipment" means the modem, router and/or other equipment provided by Verizon for use with the Service.
- "Service" means all Verizon dial-up, Broadband Service and Wi-Fi wireless Internet access services (where applicable), Software, Equipment, Content, Additional Services as defined in Attachment B, technical support, Usenet and newsgroup services, email, domain name server ("DNS") and related services, Verizon Web Sites and other products and services provided by Verizon under the pricing plan applicable to your Service. The Service does not include voice telephony services.
- 2.6 "Verizon Web Site(s)" mean the sites located at http://www.verizon.net, which are comprised of various web pages, tools, information, software, content, and features operated by Verizon.

3. REVISIONS TO THIS AGREEMENT.

From time to time we will make revisions to this Agreement and the policies relating to the Service. We will provide notice of such revisions by posting revisions to the Website Announcements page, or sending an email to your primary verizon.net email address, or both. You agree to visit the Announcements page periodically to review any such revisions. We will provide you with at least thirty (30) days notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8.1(a)-(d)); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. By continuing to use the Service after revisions are effective, you accept and agree to abide by them.

4. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.

- 4.1 You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify Verizon whenever your personal or billing information changes.
- 4.2 You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).
- 4.3 **Restrictions on Use**. The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single Verizon-issued IP address. You also may not exceed the bandwidth usage limitations that Verizon may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.

- 4.4 **Dial-Up Accounts**. If you subscribe to Dial-up Service, your Service may be subject to log-off automatically and without notice if your account is idle for fifteen minutes. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session. If your pricing plan includes an hourly usage allocation, unused hours will not carry over to another billing cycle.
- 4.5 **Broadband Accounts**. If you use your account to connect through a Dial-up connection, you are responsible for any dial-up usage charges above any monthly dial-up allotment that may apply. Additional User IDs provided for Broadband customers' email boxes may not be used as dial-up connections.

5. PRIVACY POLICY; LEGAL COMPLIANCE.

Personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the Website and is subject to change from time to time. Verizon reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.

6. AVAILABILITY OF AND CHANGES TO SERVICE.

- Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.
- 6.2 Changes to your local voice telephony service. If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Verizon voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any early termination fees and to apply the Equipment return terms under Section 9.
- 6.3 **Conversion from DSL Service to Verizon FiOS Internet Service.** When Verizon is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location. In such case, we will offer you Verizon FiOS Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms.
- 6.4 **Changes to Service or Features.** Verizon reserves the right to change any of the features, Content or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge.

SOFTWARE LICENSES AND THIRD PARTY SERVICES.

- 7.1 We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by Verizon or its third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or Equipment, and you agree to permit such changes and access to your computer and Equipment. You may use the Software only in connection with the Service and for no other purpose.
- 7.2 Certain Software may be accompanied by an end user license agreement ("EULA") from Verizon or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

- 7.3 For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, non-transferable license by Verizon or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- 7.4. Your license to use the Software or any Additional Services will remain in effect until terminated by Verizon or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer.
- 7.5 If you subscribe to or otherwise use any third party services offered by Verizon, your use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.
- All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Verizon Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by Verizon, its affiliates or licensors. All title and intellectual property rights in and to the information and content which may be accessed through use of the Verizon Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the Verizon Web Sites, other than the right to use the Verizon Web Sites according to the terms of the Agreement.
- 7.7 Verizon Wi-Fi. Verizon Wi-Fi Software and Services are provided by Boingo Wireless, Inc. ("Boingo").
- 8. PRICING, CHANGES TO SERVICE PLANS AND PAYMENT.
- Prices and Fees; Billing. You agree to pay the fees applicable to your Service or Bundled Service, either on a 8.1 monthly or prepaid basis, as applicable, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) ETFs, and j) other recurring and nonrecurring charges associated with the Service plan you have selected. The taxes, fees and other charges detailed in a)-d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Verizon and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as set up, activation and installation fees, and equipment charges, will be included in your first bill. Monthly Service and Bundled Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Pre-paid pricing plans for Additional Services will be billed in advance. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR VERIZON PHONE BILL. Billing for Dial-up Service will automatically begin upon registration of your account. Billing for Broadband Services will automatically begin on the date provisioning of your Broadband Service is complete ("Service Ready Date"). Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. If you cancel any

component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.

- 8.2 Plans with Minimum Terms. If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan (a "Term Plan"). For Broadband Services, your Term Plan begins on the later of: (a) the date you change your existing Broadband Service plan to a Term Plan; or (b) your Service Ready Date; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply.
- Pre-paid Service Plans for Additional Services. You may be given the option to select a pre-paid service plan for Additional Services ("Prepaid Service Plan") which will begin on the later of: (a) the date of your order, or (b) the date you change to the Prepaid Service Plan. There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then-current month-to-month rate for the Additional Service.
- 8.4 **Money Back Guarantee.** If we provide a money back guarantee ("MBG") for your Service, it will begin on your Service Ready Date. During this MBG period you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to Verizon (provided you return all Equipment in good working condition). If you fail to return the Equipment, an unreturned Equipment fee will apply. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle, monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type per Service address.
- 8.5 **Discontinuation of Service for Nonpayment.** We may discontinue your Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
- 8.6 **Late Fees.** If any portion of your bill is not paid by the due date, Verizon may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.
- 8.7 Local Telephone, Toll and Long Distance Charges. VERIZON IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH THE LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. VERIZON DOES NOT GUARANTEE THAT ANY DIAL-UP ACCESS NUMBERS WE PROVIDE WILL BE A LOCAL CALL FROM YOUR LOCATION. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.
- 8.8 **Limitation on Special Pricing Promotions**. You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding Verizon charges.
- 8.9 **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.
- TERMINATION OR SUSPENSION OF SERVICE.

- 9.1 Termination of Service.
 - 9.1.1Subscribers with Month-to-Month Accounts. If you are a month-to-month Broadband Service or Dial-Up Service customer, either you or Verizon may terminate this Agreement any time by giving notice to the other as set forth in this Agreement. Termination by you will be effective upon your notice to us. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable, except during the 30-day MBG period.
 - 9.1.2 Subscribers with Term Plans; Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE OR ANY COMPONENT OF A BUNDLED SERVICE PLAN IS TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY VERIZON THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location. The ETF will not apply for FiOS Service cancelled within fifteen (15) days after installation.
 - 9.1.3**Termination and/or Suspension by Verizon.** Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If Verizon terminates your Service under this Section 9.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 8.5, 9.1.1, or 9.1.2. If the termination is a result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.
- 9.2 **Deletion of Data upon Termination.** YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, VERIZON HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.
- 9.3 **Return of Equipment upon Termination.** If your Service is terminated for any reason prior to the end of the first year of service and you received Equipment at no charge from Verizon, you must return the Equipment to Verizon or you will be charged for the Equipment.

10. MANAGEMENT OF YOUR DATA AND COMPUTER.

- Your Responsibilities Regarding Management of Your Computer and Data. You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT VERIZON IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON VERIZON'S OR ANY THIRD PARTY'S SERVERS.
- 10.2 **Content and Data Management by Verizon.** We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
- 10.3 Your Responsibilities Regarding Security. You agree that you are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.
- Monitoring of Network Performance by Verizon. Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to

permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Verizon's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents.

11. LIMITATIONS ON USE OF THE SERVICE.

- 11.1 You acknowledge and agree that Verizon (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.
- 11.2 You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Verizon is not responsible for access by you or any other users to objectionable or offensive content. VERIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALLY AVAILABLE CONTENT FILTERING SOFTWARE.
- 11.3 You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, Verizon may present you with an advanced web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive AWS Pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on our AWS Page.
- 11.4 You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.
- 11.5 You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, Verizon Web Sites or in any other public services or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not Verizon provides such service(s). Verizon does not monitor or control such services, although we reserve the right to do so.
- 11.6 You represent that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights.
- 11.7 Websites linked to or from the Service are not reviewed, controlled, or examined by Verizon and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Verizon.
- 11.8 If you choose to access the Verizon Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. Verizon makes no representation that materials on the Verizon Web Sites are

appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

12. WARRANTIES AND LIMITATION OF LIABILITY.

- YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS 12.1 PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS. DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.
- VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT).
- 12.3 VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. VERIZON SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.
- 12.4 IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- 12.5 THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO

WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

- 12.6 ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
- 12.7 THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

14. NOTICES.

- 14.1 Notices required under this Agreement by you must be provided to us at 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service in the manner set forth in the Contact Us section of the Website. Notice by Verizon to you (including notice of changes to this Agreement under Section 3) shall be deemed given when: (a) transmitted to your primary verizon.net email address; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when posted to the Announcements page of the Website.
- 14.2 If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

15. GENERAL PROVISIONS.

- 15.1 All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.
- 15.2 Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.
- 15.3 You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.
- 15.4 Except as otherwise required by law, you and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX

COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

- Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.
- 15.6 Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- 15.7 This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.
- Verizon Affiliates. Services in New Jersey are provided by Verizon Online New Jersey LLC. Services in Maryland are provided by Verizon Online Maryland LLC. Services in Pennsylvania are provided by Verizon Online Pennsylvania Partnership.

ATTACHMENT A

ACCEPTABLE USE POLICY

- 1. **General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").
- Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or quideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (I) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or any other E:1 Country as designated by the Department of Commerce.
- 3. **Usenet Policy and Posting Restrictions.** Verizon Usenet may not be accessed via any other network. You may open no more than five simultaneous connections to newsgroups at any one time. We reserve the right in our sole discretion, with or without notice to you, to add or subtract Usenet Newsgroups and to modify or restrict the bandwidth available to download content from our Usenet Newsgroup services, or to suspend or terminate our Usenet Newsgroup services (or portions thereof) at any time, with or without notice.
- 4. Copyright Infringement/Repeat Infringer Policy. Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at http://www.verizon.com/copy.html.
- 5. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

ATTACHMENT B

ADDITIONAL SERVICES TERMS

If you subscribe to any of the following services ("Additional Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

- PERSONAL WEB SPACE ("PWS") AND VERIZON ONLINE BACKUP & STORAGE ("STORAGE SERVICES").
- 1.1. If PWS and/or Storage Services are made available as a feature of the Service, you agree that you are solely responsible for all content you store on or retrieve from such services. Additional terms and conditions applicable to Storage Services are posted on the Website and are incorporated herein by reference. You understand that we do not provide telephone technical support for PWS or Storage Services. Storage Services may be accessed from any suitable Internet connection.
- 1.2. If you breach this Agreement, we reserve the right immediately to suspend or terminate your Service and/or an Additional Service(s) with or without notice. In such case, you agree that we may immediately delete all data, files, and other content stored on your Storage Services, including archived data, without further notice to you. It is your responsibility to remove or copy any content stored on the Storage Services prior to closure of your account; otherwise, it may be lost.
- 1.3 Verizon reserves the right to access your PWS or Storage Services account at any time with or without prior notice to you and to disable access to or remove content which in our sole discretion is or reasonably could be deemed unlawful.
- Use Requirements for Free Storage Services Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) calendar days or more, then Verizon reserves the right to cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will prevent cancellation of your Free Account. It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.
- 1.5 Verizon Online Backup & Sharing is provided by DigiData Corporation, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

2. EMAIL AND EMAIL MESSAGING SERVICE.

- 2.1 Email Service. Use of Verizon email service is subject to Verizon's email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available at on the Website and these email policies are incorporated herein by reference.
- 2.2 **Email Security.** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. **Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account.** By using any Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.
- 2.3 **Email Aliases.** Verizon will issue email aliases (alternate email addresses) based upon availability. You will surrender your alias by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee your alias will still be available to you.

3. VERIZON INTERNET SECURITY SUITE ("VISS").

3.1 VISS is manufactured by Radialpoint SafeCare General Partnership located at 2050 Rue de Bleury, Suite 300, Montreal, Quebec, H3A 2J5. Radialpoint™ is a trademark of Radialpoint SafeCare Inc. (hereunder, along with

Radialpoint SafeCare General Partnership, referred to as Radialpoint). The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against Radialpoint Inc. under or in relation to this Agreement. Radialpoint Inc. is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

- 3.2 You acknowledge and consent that Radialpoint Inc.: (i) may provide non-personally identifiable usage data collected in anonymous and aggregate form ("VISS Data") to its subcontractors in North America, for analysis of the performance of VISS, including the redundancy, reliability, and disaster recovery components of the services; and (ii) may use such VISS Data (1) to improve activation flow; and/or (2) as part of trends or reports published by Radialpoint Inc.
- **VERIZON GAMES ON DEMAND.** Verizon Games on Demand are manufactured by Exent Technologies, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.
- 5. STARZ PLAY. Starz Play is provided by Starz Entertainment, LLC.
- 6. VERIZON PREMIUM TECHNICAL SUPPORT SERVICE ("PTS").
- 6.1 **Service Description and Scope of Support.** PTS is a service intended to address issues outside the scope of Verizon's standard technical support. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and networking equipment. All PTS services are offered in English only.

6.2 Limitations of PTS.

- 6.2.1 PTS does not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS does not include training on hardware or software use.
- 6.2.2 PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers
- 6.2.3 PTS is for incident-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support for Mac operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product or vii) upgrades of firmware, software, operating systems, or applications. Use of PTS does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications
- 6.2.4 In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.
- 6.2.5 You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.
- 6.2.6 If you purchase the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is non-refundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from the time of purchase; and you must be a subscriber to Verizon High Speed Internet or Verizon FiOS Internet service.

6.3 Your Responsibilities.

- In order for us to provide PTS, you must first confirm that you have: a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS by our technicians. You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location; PTS is not transferrable.
- 6.3.2 You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of PTS to you.
- 6.3.3 You hereby grant Verizon permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS.

6.3.4 You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

6.4 Support Procedures.

- 6.4.1 Purchase Terms. PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 6.4.2 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 6.4.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.
- 6.4.2 "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.
- An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.
- 6.4.4 Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.
- Third Party Warranties. Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of PTS might have on third party warranties is acceptable to you.
- 6.6 **Customer Specific Service.** PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.
- 6.7 LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTION 12 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.

D. FiOS TV TOS

VERIZON FIOS TV TERMS OF SERVICE

Welcome to Verizon

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF VERIZON FIOS TV AND YOUR RELATIONSHIP WITH VERIZON AND ITS AFFILIATES. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE AND YOU MUST TERMINATE YOUR SERVICE IMMEDIATELY.

1. TERMS OF SERVICE. These Terms of Service set forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Verizon FiOS TV the "Service" and under which Verizon or its affiliates* ("Verizon," "us" or "we") agrees to provide such service to you.

Acceptance. You are deemed to have accepted the terms and conditions herein upon the earlier of: (a) submission of your order; (b) the completion of the installation of the Service at your premises; or (c) your use of the Service. If you do not accept these terms, please notify us immediately by calling customer service at 1-888-553-1555 and we will cancel your service immediately. Upon Acceptance, the terms and conditions in this Terms of Service will be legally binding on you and any other users of the Service within your premises.

The Terms of Service are made up of the terms below, plus our Privacy Policy, and the other policies and materials specifically referred to herein, all of which are incorporated herein by reference. Please retain a copy of these Terms of Service for your records.

Contacting Verizon. You may contact us by calling 1-888-553-1555. You may also visit us at our Web site: www.verizon.com.

2. DEFINITIONS. The term "Service" means Verizon's FiOS TV as more fully described in Section 3 below, including, without limitation, all equipment, software, technical support, and other features, products and services provided by Verizon as part of and included with our television service. The Service may also be referred to as "FiOS TV." The term "Equipment" shall include, without limitation, the Set Top Box, along with any software contained in or downloaded to the Set Top Box provided by Verizon as part of the Service, as well as any remote controls or other devices or components provided by Verizon Internet Services Inc., Verizon and/or any Affiliates* to you for your use with the Service. The term Equipment shall also include the router provided to you by Verizon ("Router"). The term "Premises" refers to the dwelling unit in which the Service has been installed.

*See Exhibit A for the specific Verizon company that is providing service and the specific Internet Service company that is providing Equipment.

3. VERIZON FIOS TV.

- (a) Choices in Programming. We offer an exciting variety of programming options and interactive television features, such as Video On Demand. Each programming package, feature and option has its own prices and terms. More information about these packages, options and features is available by calling 1-888-553-1555. The applicable rates and terms are incorporated herein. Some services, options and features may not be available to all subscribers in all areas, may require the purchase of a minimum level of programming, or may require certain additional Equipment at an additional cost.
- (b) Changes in your Programming Selections. You may change your programming selections at any time by notifying us at the telephone number listed in Section 1.

- (c) Our Programming Changes. We reserve the right to change, re-arrange, add, delete or otherwise modify our programming packages, the selections available in those packages, and any other features and services that we offer, at any time, with or without prior notice to you. You may cancel your Service at any time if you do not agree to any change(s) to your Service by calling us at the telephone number listed in Section 1. If you do not cancel the Service within thirty (30) days following a programming or other change in the Service, your continued receipt of the Service will constitute your acceptance of the change(s).
- (d) Equipment. Equipment will be provided by Verizon Internet Services Inc. and/or its Affiliates, subject to the provisions of these Terms of Service. Verizon does not warrant or guarantee that the Service will work correctly if Subscriber uses equipment other than the Equipment provided by Verizon Internet Services Inc. and/or its Affiliates. Verizon will not support or maintain Service if Subscriber uses Equipment other than the Equipment provided by Verizon Internet Services Inc. and/or its Affiliates and assumes no responsibility for the operation of the Service if Equipment other than the Equipment provided by Verizon Internet Services Inc. and/or its Affiliates is used.

(e) Service Restrictions.

- i) You agree to use the Service only for your private non-commercial use and enjoyment within the Premises. Unless otherwise specifically authorized by us in writing, the programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not take any actions to avoid any security or access controls associated with the Service or Equipment.
- ii) You agree not to use the Equipment or the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the unlawful use, production, copying or re-distribution of any video or photographic images, audio or music distributed as part of the Service. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We in our sole discretion, or any programming content provider, may prosecute you and other responsible parties under the rules and regulations of the Federal Communications Commission ("FCC") and other applicable federal, state and local laws in the event that the Service or the Equipment is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using your Service.
- iii) You understand and agree that not all programming offered or provided with the Service may be suitable for all viewers, and users of the Service within the Premises may have access to programming and information that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate, and you agree to supervise usage of the Service in the Premises. We strongly encourage you to utilize the technological features of your television set (such as the V-Chip) and the features of the Service, such as parental controls (e.g., channel blocks, and pay-per-view and VOD purchase limitations), to limit viewing and access to potentially objectionable material.
- iv) You understand that certain advanced features of the Service, such as FiOS TV Interactive Programming Guide, Pay-Per-View (PPV), Video-on-Demand (VOD) and Parental Controls are not provided through the one-way CableCARD Equipment that may be provided by Verizon as part of the Service. A Set Top Box is required to access these advanced Service features.
- v) Waiver of Liability. YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING CONTENT OR INFORMATION PROVIDED ON THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF OUR PROGRAMMING. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.
- (f) Digital Video Recorder ("DVR") Service. Verizon Internet Services Inc. and/or its Affiliates offer customers the ability to subscribe to and use its DVR service ("DVR Service"). The DVR Service, among other things, allows you to record televised programs, images, photographs, audio and music ("Recorded Content") onto a hard drive for viewing at a later time. Verizon does not guarantee the access to or recording of any particular program or other content, or the length of time any particular recorded program or other content will remain available to you for viewing. You acknowledge and understand that the Recorded Content is the copyrighted material of the supplier, artist or other third party(ies) and is protected by applicable federal and state law. Recorded Content may not be reproduced, published, broadcast, copied, re-broadcast or redistributed without the express written consent of the supplier or other owner of

the content, except as permitted by law. With respect to the Recorded Content and the use of such material by you or anyone in your Premises, YOU AGREE THAT VERIZON, VERIZON INTERNET SERVICES INC. AND/OR ANY AFFILIATES WILL HAVE NO LIABILITY FOR ANY VIOLATION OF APPLICABLE LAW, AND YOU AGREE TO INDEMNIFY US FOR ANY SUCH VIOLATION (SEE SECTION 13 BELOW). We may, at any time and without notice, add, remove or otherwise modify the features available on our DVR Service, and you are free to cancel the DVR Service at any time if you do not agree to such changes.

4. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

- (a) You acknowledge that you are eighteen (18) years of age or older, and you affirm that the information you supply to us is correct and complete. You understand that Verizon relies on the information you supply and that providing false or incorrect information may result in delays, suspension or termination of the Service. You agree to notify Verizon immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).
- (b) You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, upgrading and/or removing the Service (including any Equipment).
- (c) You acknowledge and agree that you are either an owner of, or legal tenant in, the Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Service.
 - (d) We reserve the right, in our sole discretion, to refuse to provide the Service to any person for any reason.
- 5. PERSONAL DATA AND PRIVACY POLICY. We may collect personally identifiable information about our customers who receive the Service, as well as monitor the performance and use of the Service ("Personal Information"). Verizon will treat your Personal Information in accordance with our current Privacy Policy, which is subject to change from time to time. A copy of the Privacy Policy is available by calling 1-888-553-1555 or you can obtain a copy at www22.verizon.com/privacy. The Privacy Policy may be amended from time to time. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of your Personal Information, as well as to our monitoring your usage of the Service.
- 6. REVISIONS TO THESE TERMS. We reserve the right to change the terms on which we offer the Service (including our prices) from time to time, as we believe appropriate. Increases to the monthly price of the Service shall be effective thirty (30) days or as otherwise required after notice is given or such other time as required by law. Changes to programming packages, the selections available in those packages, and any other features and services that we offer may be done with or without prior notice as set out in Section 3(c). All other changes to these Terms of Service will be effective upon posting to our Web site or will be sent to you in accordance with Paragraph 14 below. You may cancel your Service at any time if you do not agree to any change in the pricing or other material terms of these Terms of Service. By continuing to use the Service after a revision, you accept the revision and agree to abide by it. Changes to these Terms of Service will be effective upon posting or at such other time as may be required by applicable law.
- 7. REFUNDABLE DEPOSIT. We may require that you provide us with a refundable deposit, and any such deposit will be specified in your work order ("Customer Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due hereunder. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

8. MAINTENANCE AND OWNERSHIP OF EQUIPMENT; SERVICE CALLS.

(a) You acknowledge and agree that, except with respect to the Router, at all times ownership of the Equipment shall remain with Verizon Internet Services Inc. and/or its Affiliates and that these Terms of Service allow you to use Equipment owned or provided by Verizon Internet Services Inc., Verizon and/or any Affiliates only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you. We will repair and maintain the Equipment owned by us, as well as the Router, at our expense, unless such repair or maintenance is made necessary due to your misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than Verizon employees or its designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, that you will not copy, modify, reverse compile or reverse engineer any software provided by Verizon, Verizon Internet Services Inc. or any of their Affiliates in connection with the Service, and that you will treat such software as confidential. Upon termination of the Service or if the occupancy or ownership of the Premises changes, you are responsible for returning the Equipment owned by Verizon to us in an undamaged condition, subject only to reasonable wear and tear, within thirty (30) days of

termination of the Service or upon request by a Verizon representative, whichever occurs first. In most cases, a Verizon representative will make arrangements with you to retrieve the Equipment. Failure to return any Equipment owned by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. The charges for damaged and unreturned Equipment are reflected on the rate card provided with your fulfillment kit.

- (b) In the event that the Equipment owned by Verizon is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.
- (c) After completion of the installation of the Service, you will not be charged for any subsequent repair or maintenance if the Equipment problem is related to the Service or the Equipment owned by Verizon, so long as the problem was not caused by your misuse of the Service or your misuse, abuse or intentional damage to the Equipment; provided, however, that you may be charged for a service call that results from a problem related to the wiring inside the Premises, to install additional television outlets or to connect or reconnect the Service to additional customer-owned electronics equipment (such as a new home theater audio receiver).
- (d) We are not responsible for problems with the operation of your television or television-related equipment. We do not service television receivers or any other television-related equipment or end-devices (such as VCRs, home antennas, other cable-compatible equipment, surround sound speakers or receivers or gaming consoles) not owned by us, even if such devices are attached to the cable or Equipment.

9. BLACKOUTS; SERVICE PREEMPTION; INTERRUPTION.

- (a) Blackouts and Service Preemption. Certain programming offered on the Service, including select sporting events, may be blacked out in your local area. Blackout restrictions are set by the sports leagues and the other entities that own the local broadcast rights, and circumvention or attempts to circumvent any of these blackouts may subject you to legal action and/or liability. In addition, you acknowledge and agree that we have the right at any time, without notice, to preempt specific programs or services advertised as available and to determine what substitute programming or services, if any, shall be provided to you. We shall not be liable to you for the failure to deliver any programming or services, except as required by applicable law.
- (b) Service Interruption; Force Majeure. We shall not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss or interruption of service, directly or indirectly caused by or resulting from, any circumstances beyond our control, including, without limitation, causes attributable to you or your property, inability to obtain access to the Premises, failure of any television signal at the headend or central office, failure of a communications satellite or our network, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood, lightning, earthquake, hurricane, wind, ice, extreme weather conditions or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service (such events or occurrences, an event of "Force Majeure"). In the event of an interruption of Service, we will use reasonable efforts to repair such problem as soon as practicable after commencement of the interruption, but in no event shall we be liable to you for any loss or damages or inconvenience caused by such loss or interruption of service, unless otherwise stated herein or required by applicable law.

10. EFFECTIVE DATE: TERMINATION: VOLUNTARY SERVICE SUSPENSION.

- (a) Effective Date of Billing. Billing for the Service will begin automatically upon installation of the Service and continue until the Service is cancelled by you or by us in accordance with these Terms of Service.
- (b) Termination of Service. You or Verizon may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to Verizon. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Additionally, within thirty (30) days of the termination, you agree to return all Equipment owned and/or provided by Verizon Internet Services Inc. and/or any Affiliates; failure to do so may result in a replacement equipment charge that may be substantial. With respect to the Router only, if your Service is terminated for any reason prior to the first twelve (12) months of Service, you will be required to return the Router to us and failure to do so will result in an Equipment charge. We will provide you with a pre-paid mailing label and instructions for the return of the Router. After twelve months of Service you may keep the Router if your Service terminates. Termination by Verizon shall be effective upon notice to you by Verizon. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and Equipment fees accrued through the date of termination.
- (c) Reconnection After Termination or Suspension. Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. If your Service is terminated

for any reason, you may be required to pay a reconnection fee or additional deposit if the Service is reactivated.

- (d) Voluntary Service Suspension Seasonal Only. You may be able to suspend your account for seasonal/vacation purposes. A minimum suspension of one (1) month and a maximum of six (6) months is required to take advantage of this option. Programming will be suspended during this time, along with all applicable monthly recurring charges. A suspension fee is charged at the time of suspension, and your account must be in good standing and not have any outstanding balances in order to suspend or reconnect the Service.
- 11. PRICING AND PAYMENT. In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:
- (a) Service. Regular Service and Equipment charges are billed each month in advance. Thus, you agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for video on-demand services, are billed after the applicable service or feature has been ordered or provided to you. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to applicable law. We agree to furnish to you at any time, upon request by calling 1-888-553-1555, a list of our current rates and charges. Your invoice may also contain certain other charges (including, without limitation, installation charges, surcharges, reactivation fees, customized setup fees, interest on past due balances, returned payment fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your invoice. The waiver of any fees or charges lies solely in the discretion of Verizon.
- (b) Taxes. You agree to pay all taxes and other governmental fees and charges, if any, which are assessed based on your receipt of the Service.
- (c) Late Fees. If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. If your charges are not billed by your Verizon local carrier, the late fee will be the lesser of one and one-half percent (1.5%) per month, or the highest rate permitted by law. In the event Verizon utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including reasonable attorneys' fees and costs. In addition to any late fees as provided for in this Section 11(c), if you fail to pay your invoice by the due date, we may then suspend or terminate the Service. If the Service is disconnected, you may be required to pay a reconnection fee and provide us with a deposit, in addition to paying all past due charges, before the Service is reconnected.
 - (d) Telephone Charges. You are responsible for any local, toll, or long distance charges incurred in connection with your use of the Service.
- (e) Other Fees. We may also charge certain additional fees that arise only in specific circumstances. This list is not exclusive, and we reserve the right to modify these fees or charge additional fees. Our current list of prices and fees is available by calling 1-888-553-1555. Accordingly, you may be subject to the following additional charges:
- i) Account Activation and Installation Fee. We may charge you an account activation and/or installation fee. In some cases, there may be an additional or special installation charge in cases of complex installation or installation otherwise requiring special customization unique to the customer and not generally required. You will be notified of the applicable charge prior to the technician's commencement of the installation.
- ii) Customer Deposits. We may require that you provide us with a Customer Deposit prior to or upon the activation or reactivation of your Service, which we may apply against any unpaid amounts at any time. Customer deposits will appear on your bills as credits, from which we will deduct our charges. Customer deposits will not earn interest, unless otherwise required by applicable law.
- iii) Returned Payment Fee. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law.
- (f) Statements. We will send you a statement for each billing cycle (usually once every 30 days). Statements will show, among other things: (1) payments, credits, purchases, and any other charges to your account, (2) the amount you owe us, and (3) the payment due date.
- (g) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, please contact us as set forth in Section 1 above. We will respond to you and try to resolve any complaints you have as promptly as we can. If you write to us or send us an e-mail, please be sure to include your name and account

number and a detailed description of the problem or your question, but please do not include correspondence with your payment. In order for us to investigate the problem, you must contact us within 60 days of the date you receive the statement in question. UNDISPUTED PORTIONS OF THE STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE INTERRUPTION OR DEACTIVATION OF THE SERVICE.

- (h) Payments. Except as otherwise permitted under applicable law, you agree that you will pay your statements by check, credit or debit card, electronic funds transfer payments or such other payment method as Verizon may designate. The outstanding balance is due in full each month.
- (i) Consents Regarding Credit. In order to establish an account with, and obtain the Service from, us you hereby authorize Verizon or its affiliates to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

12. LIMITATIONS ON VERIZON'S RESPONSIBILITY.

- (a) Service Interruptions. The Service may be interrupted or preempted from time to time for a variety of reasons, and Verizon and Verizon Internet Services Inc. and/or any Affiliates do not represent or warrant that the Service or the Equipment will be available or perform in a manner that meets your needs. In addition, we are not responsible for any interruptions of the Service that occur due to acts of Force Majeure or any other cause beyond our control. However, because we value you as our customer, we will provide the following credit for an interruption of the Service for a significant length of time: A credit will be provided when all of your channels are out of service for a period of sixty (60) minutes or more. The credit will be calculated as a proportionate amount of your current monthly bill. In order to qualify for this credit, you must promptly report the outage to us. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE.
 - (b) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR THE EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY, AND USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

(c) Limitations of Liability.

- i) IN NO EVENT SHALL VERIZON, VERIZON INTERNET SERVICÉS INC. OR ANY VERIZON AFFILIATES (OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARENT, OR SUBSIDIARIES), OR VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF THE EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE THREE (3)-MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS.
- ii) ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VERIZON, VERIZON INTERNET SERVICES INC. (AND THEIR OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) ARE COLLECTIVELY RESPONSIBLE.
- iii) THE REMEDIES EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS AND THE LAWS OF YOUR STATE), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.
- (d) Warranty Services. Unless otherwise stated herein, you agree that these Terms of Service do not provide for, and the Service does not include, any warranty or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs. If Equipment owned by us fails for any reason other than as a result of misuse, we will replace it free of charge.

13. YOUR LIABILITY; INDEMNIFICATION.

- (a) Verizon, Verizon Internet Services Inc. and/or any Affiliates reserve the right to pursue any and all legal and equitable claims against you pertaining to your use or misuse of the Service, the Equipment or for your violation of these Terms of Service including any policies relating to the Service.
- (b) You agree to defend, indemnify and hold harmless Verizon and Verizon Internet Services Inc. (and their officers, directors, employees, parent, subsidiaries or affiliates) from and against all liabilities, costs and expenses, including reasonable attorneys' fees and costs, related to or arising from: (i) your use or misuse of the Service and the Equipment (including such use by anyone in your Premises); (ii) breach of any provision herein; (iii) violation of applicable laws by you (or anyone on your Premises using the Service or Equipment), including, without limitation, infringement of copyrights or other proprietary rights; and (iv) negligent acts, errors, or omissions by you (or anyone on your Premises).
- 14. NOTICES. Notices required under these Terms of Service shall be provided by you by contacting us as set forth in Section 1 above. Notices by Verizon to you shall be deemed given: (a) when sent by e-mail to your last-known e-mail address according to our records; (b) when delivered over the cable system; (c) when deposited in the United States mail addressed to you at your last-known address; or (d) when hand delivered to your home, as applicable. Mailed notices may also be included in our billing statements to you.

15. GENERAL PROVISIONS.

- (a) Survival. All obligations of the parties under these Terms of Service, which, by their nature, would continue beyond the termination of the Service shall survive such termination.
- (b) Assignment. You agree not to assign or otherwise transfer these Terms of Service in whole or in part, including your rights or obligations under them. Any attempt to do so shall be invalid. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy. We may assign all or any part of these Terms of Service for any purpose without notice to you and you agree to make all subsequent payments as directed in your billing statement unless notified otherwise. You hereby consent to such assignment.
- (c) Applicable Law. You and Verizon agree that the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of these Terms of Service. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE OR TO THE SERVICE. Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.
- (d) Waiver. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this document in any instance shall not be construed to be a waiver of such terms in the future. If any provision of these Terms of Service is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- (e) Entire Agreement. These Terms of Service, including any attachments that are fully incorporated into these Terms of Service by reference, constitute the entire agreement between you and Verizon with respect to the subject matter hereto and supersede any and all prior or contemporaneous agreements whether written or oral. Any changes by you to these Terms of Service, or any additional or different terms in your purchase or work order, acknowledgements or other documents, written or electronic, are void. No salesperson, technician or other representative is authorized to supplement or change the terms of these Terms of Service. In no event shall these Terms of Service or any other agreement with us be modified orally.
- (f) Complaint and Customer Assurance. To assure you the finest service possible, please review the ways you can resolve any concerns regarding customer service, billing, or service quality. If you experience a service interruption, please contact your customer care number at 1-888-553-1555 as soon as possible. Verizon is confident we can resolve any question you may have with our service in a convenient and timely manner by calling us at 1-888-553-1555. When you call us, please explain the nature and history of the problem. We will try to promptly resolve your

complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with the resolution of your complaint or we are unable to resolve your complaint, you may contact the local franchising authority at the address or telephone number located on your customer bill to discuss your complaint.

Thank you for your business!

Exhibit A

LOCATION	VERIZON AFFILIATE PROVIDING VIDEO SERVICE	VERIZON INTERNET SERVICE AFFILIATE PROVIDING EQUIPMENT	
California	Verizon California, Inc.	GTE.Net LLC (d/b/a Verizon Internet Solutions)	
Florida	Verizon Florida, LLC	GTE.Net LLC (d/b/a Verizon Internet Solutions)	
Delaware	Verizon Delaware, LLC	Verizon Internet Services, Inc.	
Indiana	Verizon North, Inc.	GTE.Net LLC (d/b/a Verizon Internet Solutions)	
Maryland	Verizon Maryland, Inc.	Verizon Online - Maryland LLC	
Massachusetts	Verizon New England, Inc.	Verizon Internet Services, Inc.	
New Jersey	Verizon New Jersey, Inc.	Verizon Online - New Jersey LLC	
New York	Verizon New York, Inc.	Verizon Internet Services, Inc.	
Oregon	Verizon Northwest, Inc.	GTE.Net LLC (d/b/a Verizon Internet Solutions)	
Pennsylvania	Verizon Pennsylvania, Inc.	Verizon Online Pennsylvania Partnership	
Rhode Island	Verizon New England, Inc.	Verizon Internet Services, Inc.	
Texas	Verizon Southwest, Inc.	GTE.Net LLC (d/b/a Verizon Internet Solutions)	
Virginia (with exception of areas listed below)	Verizon Virginia, Inc.	Verizon Internet Services, Inc.	

You understand that if you do not agree to these Terms and Conditions, FiOS TV will be removed from your order.					
Tod directoral and in you do not agree to allose forms and contained, these is will be formeved from your order.					
🕻 I Agree 🕻 I Do Not Agree					
E. FiOS Installation Agreement					
Please review the following terms that applies to the installation of FIOS services at your location					
 Voice service for FiOS customers is provisioned over fiber. We will install a battery back-up unit to supply back-up power for standard voice service (but not other Voice Over IP services), including E- 911, for up to eight hours. You are responsible for periodically replacing the battery. A standard 3- pronged grounded electrical outlet should be available nearby for the battery back-up unit. 					
Important Note: The Verizon supplied battery is designed specifically for use with the Verizon FiOS Network. Use of a battery other than a 12-Volt 7.2 Ah SLA Sealed Lead Acid battery is not recommended since other battery types may impact the performance of your FiOS services. Verizon is not responsible for damages which result from use of an improper battery.					
 Depending on your location, we may need to bury the new fiber optic cable from our terminal to your home. This typically takes place prior to your FiOS installation date, and you do not need to be present. We will call prior to performing this work. Depending on weather conditions and potential frozen ground in your area, your order due date may be 					
extended or a temporary solution may be installed until conditions allow for the permanent work to be completed.					
 On the day of your installation, the Verizon professional technician will move your voice service over to the FiOS network. This will not affect your monthly telephone charges and is provided at no additional cost. 					
 An Optical Network Terminal box will be installed onto either the outside or inside of your garage or home. The technician will review the placement of all equipment with you when he/she arrives. This box will replace the function of your current Network Interface Device and will operate using your home's electricity. 					
 Our technician will evaluate the wiring in your home to determine if any existing coaxial or special data wiring, CAT5, can be used. If necessary, we will install coaxial or CAT5 to your router and primary computer. If you have ordered the connection of multiple computers by a Verizon technician, additional wiring will be run between your router and the additional computers as necessary. You are not required to use Verizon to install coaxial or CAT5 data wiring inside your home. Our technician will also install the Verizon FiOS home networking router and software and connect your computer to the Internet. 					
Yes, I understand and agree to the above installation and wiring requirements.					

F. Wireless Service Customer Agreement

See full text in new HSI document.